THE GUICOWAR,

AND

HIS RELATIONS WITH THE BRITISH GOVERNMENT.

BY

LIEUT. COLONEL R. WALLACE,

RESIDENT AT BARODA.

Bombay:

PRINTED AT THE

EDUCATION SOCIETY'S PRESS, BYCULLA.

1863.

Digitized with financial assistance from

NSDL

Technology, Trust & Reach

on 07 January, 2017

954.7382
Wal/Gui
17195
12 JUN 1964
Ne SWh

THE GUICOWAR.

THE ASIATIC SOCIETY OF BOMBAY LIBRARY

CHAPTER I.

FROM A.D. 1705 TO A.D. 1731, FROM THE FIRST INCURSIONS OF THE MAHRATTAS INTO GUZERAT TO THE BATTLE OF DUBHOEE.

THE history of the first incursions of the Mahrattas into Guzerat is veiled in obscurity. That province, still wealthy, though distracted by the selfish quarrels of the imperial local functionaries and the rapid degradation of the imperial power, was infested by their roving parties for many years before any permanent occupation was effected.

A.D. 1705. So early as A.D. 1705, the Emperor Aurungzeb received reports that the Mahrattas had crossed the Nerbudda in great force, and extended their ravages into the heart of Malwa; that Berar and Khandeish were overrun; that fifteen thousand of their horse had broken into Guzerat and defeated the troops of the assembled Foujdars; and that nothing appeared but the bodies of slaughtered soldiers, houseless ryots, and the ripened fields either in flames or under devastation.

Azim Shah was in consequence despatched to Ahmedabad with a considerable force, to take on himself the government and protection of Guzerat.

About the year A.D. 1712, a rich caravan of treasure, &c. escorted by a body of troops commanded by Mahomed Ibrahim Tebreezee, was attacked on its route from Surat to Aurungabad; the escort was entirely destroyed, and the caravan pillaged. This robbery was the deed of a Mahratta freebooter by name Khundey Rao Dhabary, who had for years subsisted his followers by raids into Guzerat, and even into the peninsula of Kattywar, but who had been obliged of late to suspend his operations in that province by the energy of the new Soobedar, Davood Khan, who had been transferred from the Deccan and entrusted with the defence of that province. Khundey Rao therefore had established himself in the fastnesses of the Rajpeepla country, whence this was his first exploit.

1712.

Such an officer as Davood Khan (who possessed remarkable personal prowess, and was a just and energetic administrator,) might have secured the tranquillity of Guzerat had he been allowed to devote himself exclusively to that duty; but the miserable intrigues of the imperial court sent him on a service which cost him his life, and the State an admirable viceroy.

Syud Hoossein Ali Khan had been appointed viceroy of the Deccan by the Emperor Feerokshere, who at the same time sent private orders to Davood Khan to oppose him; he did so, but without success, and was slain in an action fought in Malwa, where he died as became a gallant soldier.

1716.

The new viceroy directed his first efforts to crush the Mahratta robber horde, which had effectually closed the communication between the Deccan and Surat, which was at that time the chief commercial emporium on the western coast, and additionally important to a Mahomedan Government as the port where the faithful of Hindoostan embarked on their pilgrimages to Mecca.

Khundey Rao Dhabary had established a chain of posts along this route, and exacted Chouth, or one-fourth of the property of all travellers who were not provided with his pass-ports. Hoossein Ali Khan equipped a force of eight thousand men to destroy this robber-chief, but it was utterly defeated, the commander slain, and the troops stripped even of their clothes.

Irritated by this ignominious reverse, the viceroy deputed Maokoob Sing his own Deewan, and Chundersen Jadao to avenge it; but Khundey Rao, uniting his own followers with the army of the Mahratta Suolushkur, quitted his retreat and advanced to meet the Moghuls. A battle was fought near Ahmednuggur, and though both parties claimed the advantage, the Moghuls retreated to Aurungabad.

The Dhabary went after these great successes to pay his respects to his sovereign the Shao Raja at Sattara, and was rewarded by the title of Senaputtee.

Syud Hoossein Ali Khan had found it necessary or prudent to enter into engagements with the Mahrattas, which were repudiated by the emperor, in consequence of which the viceroy determined to march on Delhi;

the Peishwa Ballajee Wiswanath and the new Senaputtee engaging to aid him with a large body of troops, on condition that the exactions they had made in Malwa and Guzerat should be justified by an imperial firman.

The confederates succeeded in their objects, the Emperor Feerokshere was put to death by the Syud, and Mahomed Shah elevated to the throne in his place, and the Mahrattas obtained three firmans for the Chouth, Surdeshmookhee, and Swuraje of the Deccan; but it does not appear that their right to levy tribute from Malwa and Guzerat was confirmed on this occasion: but Khundey Rao Dhabary received from the Raja of Sattara authority to levy the admitted dues of his government in Buglana, as well as the tribute established by usage from Guzerat.

1719.

To return to the imperial city, the ruling faction at court was anxious to remove out of the way a very powerful and influential noble, austere, profound, and dangerous, by name Cheyn Koolich Khan, and he was accordingly appointed viceroy of Malwa. Conscious of the incurable weakness of the empire, he immediately set about strengthening himself. Some Mahratta chiefs attached themselves to him, and he advanced with the intention of subverting the imperial authority in the Deccan, and founding an independent kingdom.

The Sattara Raja Shao sent troops to the imperial camp under the command of the Senaputtee, and a battle took place at Balapoor, in which the imperialists

were defeated by Cheyn Koolich Khan, whom we must henceforth designate by his better known title of Nizam-ool-Moolk.

Syud Hoossein Ali Khan, with the emperor in person, then took the field; the former was murdered *en route*, the latter returned to Delhi, where a revolution destroyed the faction of the Syuds. Nizam-ool-Moolk became vizier, and Hyder Kuli Khan was appointed viceroy of Guzerat.

It was at the battle of Balapoor, where Mahratta had fought against Mahratta, that the Guicowar family first rose out of its obscurity. Dummajee Guicowar, with several of his sons, had long been faithful followers of Khundey Rao Dhabary, and he had so distinguished himself in this action, that the Senaputtee presented him to Raja Shao with the warmest commendations, and procured his appointment as second in command of the army under himself, with the title of Shumsher Bahadoor.

1720-21.

The Senaputtee and his lieutenant did not survive their return from this campaign more than a few months; their comrade Ballajee Peishwa also died about the same time.

Trimbuck Rao Dhabary succeeded his father as Senaputtee, Peelajee the son of Jingoojee succeeded his uncle Dummajee Guicowar, and Bajee Rao became Peishwa in room of his father Ballajee.

Nizam-ool-Moolk on assuming the post of vizier, endeavoured to effect some reform at the Court of Delhi, but the emperor

1722.

was not only fond of that mirth and festivity which was natural to his youth, but was weak in mind and dissolute in conduct.

The lofty austerity of Nizam-ool-Moolk was disagreeable to the emperor and his courtiers; prompt at every base and unpatriotic intrigue, they soon devised a scheme for ridding themselves of his presence. Hyder Kuli Khan, the viceroy of Guzerat, had committed some irregularities in his government, and was threatened by the courtiers with the displeasure of the vizier, and, working on the passions of both parties, inflamed them to the utmost. Hyder Kuli Khan committed additional acts of disrespect and disobedience, and the vizier was encouraged to proceed in person to supersede and punish him for his conduct. He readily undertook the task, and it was hoped that this service would keep him long employed at a distance from the court, and that he might fall a victim to the chances of war.

Thus a second time in a few years the government of Guzerat was weakened by the selfish intrigues of the courtiers at Delhi, and the foundations of the throne sapped at the same time.

Hyder Kuli Khan was a brave and able soldier, and he had a well-appointed army; but he was no match for Nizam-ool-Moolk, who, sending emissaries among his troops, seduced the greater part of them to desert, which made such an impression on Hyder Kuli, that he feigned insanity and fled in dismay to Delhi, even before the vizier had set foot in his province.

Nizam-ool-Moolk halted at Oujein, where he received

the homage and submission of the principal officers of Guzerat, who flocked thither for the purpose.

All his arrangements for the future management of Guzerat were made at Oujein, and as he never lost an opportunity of increasing his personal resources, and of maintaining adherents and informers of what was passing in the countries under his government, he set aside and entrusted to his own servants the districts of Dholka, Broach, Jumbooseer, Mukboolabad, and Bulsar, as his personal jagheer, giving them entire revenue and police authority within their respective boundaries according to the usage in Guzerat.

He appointed his uncle, Hamid Khan, his deputy in the viceroyalty of Guzerat, and his cousin, Azim-oollah Khan, his deputy in Malwa, and then returned to Delhi.

He was, however, so disagreeable to the emperor, that after a time he gladly accepted the office of Wukeel-i-Mootluq, or general deputy of the empire, and resigned the office of vizier; and in the month of October 1723, on pretence of going on a hunting expedition, he left Delhi for ever, and though he always professed obedience to the emperor even when in arms against him, Nizam-ool-Moolk became wholly independent, and Guzerat, with the countries south of the Nerbudda, the conquest of which had engaged the Moghul princes in much more than a century of war, were virtually lost for ever to the throne of Delhi.

1723.

While these events were passing, Bajee Rao Peishwa had been extending the Mahratta encroachments in Khandeish and Malwa, though not without serious

opposition; and it was about this time that the ancestors of the families of Sindia and Holkar came into notice. The latter was a silledar, who commanded a small party of his own horse; he had hitherto served under Kantajee Cuddum Banday, one of the Shao Raja's officers; the former was a younger member of the family of the Patells of Kunnurkheir, near Sattara, and he was now a common trooper in the Peishwa's own Pagah of horse.

Another officer who obtained distinction at this period was Oodajee Powar Wiswas Rao, an active partizan, and employed by the Raja Shao on various duties. Like other experienced leaders, he preferred remote enterprizes, and calculated on the greatest advantage in places where he was least expected. He made incursions into Guzerat and Malwa, plundered the former as far as Lunawara, and found the latter province so denuded of troops that he was able to remain there some time, intimating to his prince that if supported he would collect the Chouth and Surdeshmookee in every direction. He had established himself at Dhar, but was dislodged from it again by Raja Geerdhur Bahadoor, a Nagur Brahmin of Guzerat, who was appointed Soobedar of the province of Malwa, and who was one great obstacle to the Mahrattas getting a firm footing there till more than ten years after the accession of Bajee Rao Peishwa.

About the year 1725 the emperor, in order to reduce the power of Nizam-ool-Moolk, had issued a firman depriving him of the governments of Guzerat and Malwa. To the latter he appointed, as abovementioned, Geerdhur

1725.

Bahadoor, and to the former a nobleman who had previously been viceroy of Cabool, by name Surbulund Khan.

Surbulund Khan managed his province by his deputy, Shujaet Khan, the Foujdar of Surat, and Nizam-ool-Moolk's deputy, Hamid Khan, was unable to prevent him from occupying the capital; nevertheless he determined not to relinquish his charge without a struggle, and with that view he repaired to Dohud, and invited Kantajee Cuddum Banday to join him on promise of receiving the Chouth. This offer was readily embraced, and the confederates advanced to Kuppurwunj, where Hamid Khan, having friends at Ahmedabad, procured correct intelligence of Shujaet Khan's movements, watched his opportunity, and attacked, defeated, and slew him a few miles from the capital, where his authority was in consequence again acknowledged.

On hearing of this disaster, Roostum Ali Khan, the brother of Shujaet Khan, who had just gained some advantages over Peelajee Guicowar in the neighbourhood of Surat, made a truce with his opponent, and invited him to join his forces in an attack on Hamid Khan. Peelajee had been already in treaty with the emissaries of Nizam-ool-Moolk to assist his uncle Hamid Khan, but he accepted the overtures of Roostum Ali with the full intention of acting eventually as his interests should dictate. He accompanied Roostum Ali towards Ahmedabad, and the allies had a skirmish with Hamid Khan at Arass, where Roostum Ali's artillery drove the enemy back; but by this time Peelajee had made his bargain with Hamid Khan,

and perfidiously urged Roostum Ali to press on the retreating enemy, leaving his artillery to the care of a party in the rear. Roostum Ali fell into the trap. Peelajee overturned the gun-carriages and joined in attacking his ally, who defended himself with resolution, until his reduced numbers showed him the impossibility of extrication, when he stabbed himself to the heart, to avoid the ignominous treatment he feared to meet with if he became a prisoner.

1725.

Peelajee's treachery was rewarded by an equal share of the Chouth with Kantajee Cuddum Banday, and both in conjunction proceeded to levy their assignments; but the division of the money led to perpetual disputes, in addition to which Peelajee, as the lieutenant of the Senaputtee, claimed a precedence, which Kantajee, as the immediate officer of the Raja of Sattara, scornfully denied. For some time these dissensions only caused their demands to fall with heavier weight on the unfortunate towns and villages, until on their approach to Cambay, when they began, as usual, to burn the suburbs to intimidate the inhabitants. The chief men of the town, aware of the ill-blood existing in the Mahratta camp, affected to consider Kantajee as the superior, and sent messengers to Peelajee hinting to him this circumstance, and offering him Rs. 20,000 to leave the place. Peelajee, exasperated at the slight, confined the messenger; Kantajee insisted on his being released; and both parties turned their arms against each other. After a sharp conflict within sight of the walls, Peelajee was worsted, and retired to Mahtur, a town near Kaira,

and the contribution was levied by the victor from Cambay, including a sum of Rs. 5,000 from the English factory, notwithstanding the Agents of the Company pleaded exemption in consequence of the privileges assured to them by "the sow* Roger," as they called the Sattara Raja, but at which "the armed villains," as Mr. Innes, Chief of the Factory, called them in the bitterness of his heart, "only laughed."

Hamid Khan, foreseeing the evil consequences of these quarrels among his allies, persuaded them to sign an agreement, by which the Chouth east of the Myhee was assigned to Peelajee, and that west of that river to Kantajee. Having done this, as the season was drawing to a close, Peelajee retired to his stronghold at Songhur in the southern hills, and Kantajee to a jagheer he possessed in Khandeish.

The Court of Delhi, alarmed at the disasters which had befallen their local representatives in Guzerat, urgently called on Surbulund Khan to proceed in person to suppress the formidable rebellion of Hamid Khan. Every facility was afforded him, and as he was an excellent and popular officer, a large army was soon assembled under his command, and though he was delayed some time by the professed intention of the emperor to take the field in person, he at last proceeded on his route to Ahmedabad. Nizam-ool-Moolk, aware of the abilities of the new viceroy, wrote to his uncle to resign the government with a good grace, but Hamid Khan determined to hold out to the last in hope of effectual assistance from his Mahratta allies.

---

* Note.—"Shao Raja."

Surbulund Khan advanced, but the Mahrattas did not make their appearance, and Hamid Khan, leaving a weak garrison in Ahmedabad, fell back on Mehmoodabad. At that place he heard that they were in motion, that they had crossed the Mahee. As soon as they joined him he turned back to Ahmedabad, but only to hear that his garrison had been overpowered and forced out of the city by a party within the walls, on which he left the city behind him, and took up a position at the Shahee Baug, a royal garden two miles distant from it, on the same day that Surbulund's advanced guard reached Adawlej. This party, however, hearing that some of the carriages of the artillery of their main body had broken down, and that they were therefore more distant from their own support than they had contemplated, and that Hamid Khan with all his force was in their immediate front, began to entrench themselves. This timidity gave heart to the Mahrattas, and Hamid Khan, watching their humour, led them on at once to the attack. He was entirely successful, but the advantage was purchased with such loss, that they would not venture on an action with Surbulund's main body.

The new viceroy therefore entered Ahmedabad, and the reorganization of the province was commenced with more than ordinary vigour : but Hamid Khan, Peelajee, and Kantajee plundered the country on the Mahratta plan during the remainder of the season, and at the approach of the rains they took their annual flight, which, in the language of their nation, they termed " going to the white crow," alluding to a bird of passage like a crow, which in some parts of the country

comes once a year, and hence they had a phrase for a defeated enemy—" he is off to the white crow."

There had been many skirmishes between the hostile parties during this season, and there is an account given of a total defeat of the Mahratta army by Nizamoodeen near Cambay, but it is not satisfactorily made out that any such decisive engagement occurred; but there is little doubt that the peaceable population of Guzerat suffered more distresses than usual during this year of civil war, intestine brawl, and foreign invasion.

From this time forward the bands of Peelajee Guicowar and Kantajee Cuddum and other marauders continued to vex the unfortunate province, and Surbulund Khan was unable to continue the great effort by which he had gained possession of the government, so as to afford any real protection to the population.

1718.

In the year 1728 a new and even more formidable visitor made his brief appearance.

It is foreign to the object of this memoir to describe the events which led to the long rivalry between those two eminent men, Nizam-ool-Moolk and Bajee Rao Peishwa; suffice it to say, that the efforts of both to aggrandize themselves in the Deccan brought on direct hostilities in the year 1728.

1728.

Bajee Rao was the first to take the field; and before the unwieldy Moghul army was prepared to oppose him, he laid waste the district of Jaulna early in November. However he was attacked by the advanced guard of the enemy under Ewuz Khan, and retired skirmishing

to the north-west. There giving out that the city of Boorhanpoor should be reduced to ashes, he marched rapidly on Khandeish, laying waste the country in his route, but not stopping to levy contributions. The Moghul army pursued in order to save Boorhanpoor, but as soon as it had passed the Adjunta Ghaut with all its impediments, Bajee Rao, detaching a party towards Boorhanpoor to delude Nizam-ool-Moolk, wheeled off with his main body to the left, and swept with rapid march to Guzerat, where he not only levied contributions, but caused it to be believed that he was acting in support of Nizam-ool-Moolk, and against Surbulund Khan.

The Nizam, after losing some time at Boorhanpoor, discovered in what manner he had been deceived; he then fruitlessly followed the Peishwa for some distance, and at last retraced his steps towards the Deccan with the intention of destroying Poona; but his lagging steps had not reached Ahmednuggur, when Bajee Rao, returning with rapid wing from Guzerat, passed the Kaosarbary Ghaut, and laid waste the Nizam's jagheer districts of Gundapoor and Byzapoor. The Nizam crossed the Godavery to meet him, and the Peishwa, after some days' skirmishing, drew him skilfully into a position suitable to his purpose, set fire to the grass, destroyed the forage, and effectually straitened his supplies; in short, the Moghul army was reduced to such a deplorable condition, that the Nizam was glad to conclude a peace on terms very favourable to his rival.

This was of great importance to Bajee Rao, who was eager to conclude a negociation which he had

opened with Surbulund Khan, the viceroy of Guzerat, for the cession to him of the Chouth and Surdeshmookhee of the province which had been irregularly levied for some years past by Peelajee Guicowar and Kantajee Cuddum, and which he was desirous to secure on a formal agreement with the viceroy.

Surbulund Khan had vainly struggled to protect his province from the annual incursions of the Mahratta freebooters, whose excesses and forced contributions had destroyed the revenue, and reduced the country year by year to a lower depth of misery. He had applied in vain to Delhi for support, and he now closed with the offers of Bajee Rao as the only means of saving the country from absolute ruin, trusting that the concessions made to the head of the Mahratta state would induce him to control its inferior members.

Before he concluded the negociation, he received additional evidence of the hopelessness of his condition. Chimnajee Appa, the Peishwa's brother, arrived with a large army, exacted a heavy contribution from Pitlaud, and plundered Dholka almost under the eyes of the viceroy.

Accordingly, in 1729 he granted the Surdeshmookhee, or ten per cent. of the whole revenue, both on the land and customs, with the exceptions of the port of Surat and the district around it, and the Chouth, or one-fourth of the whole collections on the land and customs, excepting Surat, and 5 per cent. on the revenues of the city of Ahmedabad; and he mentioned in the deeds that these cessions were granted in consequence of the benefit which had accrued to the state from the progress of

1729.

improvement and general tranquillity of *the Deccan*, where similar grants had been made by the Court of Delhi.

The conditions of these grants were nearly similar to those of the Deccan, but for the Chouth two thousand five hundred horse were to be maintained by the Peishwa, no more than two or three persons were to be placed in each district to collect the Mahratta dues, and no extra demands whatever were to be made on the ryots, and every aid was to be given to maintain the imperial authority; and the Peishwa was bound, on the part of Raja Shao, to prevent Mahratta subjects from taking part with, or in any way, supporting disaffected zemindars or other disturbers of the public peace, a clause which is fully explained by the opposing interests of the Peishwa and the other chiefs who had hitherto infested Guzerat, but which was especially aimed at Peelajee Guicowar, who, as the deputy of the Senaputtee, and the long connection of the Dhabary family with the province and his stronghold of Songhur, which commanded the principal route from the Deccan into Guzerat, exercised a peculiar influence over the Bheels and Kolees of the country.

After these deeds were obtained, Bajee Rao assigned the collection of the Mokassa and part of the Surdeshmookhee to Senaputtee, but this did not disarm the implacable enmity which the interference of the Peishwa in his own field of operations excited in the minds of Trimbuck Rao Dhabary and his deputy, Peelajee Guicowar.

From the beginning of the negociation the Senaputtee intrigued with the other Mahratta chiefs, whose

interests in Guzerat had been destroyed by what they considered the usurpation of the Peishwa, and he soon succeeded in placing himself at the head of a formidable confederacy, assembled a force of 35,000 men, and resolved on invading the Deccan in the ensuing season.

Bajee Rao was well-informed of the Senaputtee's enmity and preparations, but he was not alarmed by them, until he ascertained that Nizam-ool-Moolk was to support him. When he had satisfied himself on this point, Bajee Rao acted with his usual energy and rapidity; although he could not assemble a force of more than half the number of those who served under the Senaputtee, he determined to attack him in his own province: He was able to prove that the Senaputtee was in league with the Nizam; he proclaimed that his treasonable object was to dismember the Mahratta empire, and to divide it with the Raja of Kolapore, a design fatal to the nation, and in impious opposition to the divine ordinances of the Shasters.

The preparations of the Nizam hastened the march of Bajee Rao, but he commenced negociating with the Senaputtee from the day he left Poona, and he continued to do so till the moment of attack. His advanced guard was attacked by a party under Dummajee, the son of Peelajee Guicowar, soon after crossing the Nerbudda, and routed; but Bajee Rao, undiscouraged, pressed forward, and he determined, contrary to his usual tactics, and now that he was about to engage his own countrymen, to close with them directly the armies came into presence.

1731.

SOCIETY

His own troops, though numerically far inferior, were veterans—the old Pagah Horse and some of the best of the Mahratta Munkurrees—and he felt no hesitation in launching them at the new levies and discordant materials of the Senaputtee's army.

With the Senaputtee were the Guicowars, the Cuddum Bandays, Oodajee and Annund Rao Powar of Dhar, Chimnajee Punt, Koer. Bahadoor, and many other free companions. Their army was broken at the first shock, and Kantajee Cuddum Banday went off with the fugitives, leaving the old retainers of Khundey Rao Dhabary to defend his son; they contested the field with great obstinacy. Bajee Rao was on horseback, and exerted himself with all the energy so great an occasion demanded. Trimbuk Rao Dhabary was on an elephant, and when he found his troops giving way, he ordered the animals' legs to be chained together. The result of the day was still doubtful, when Trimbuk Rao, in the act of drawing his bow, was struck by a random ball from a matchlock, and his death decided the victory in favour of Bajee Rao.

In this battle, which was fought on the 1st April 1731, Jowjee Dhabary, Muloojee Powar, and one of the sons of Peelajee Guicowar, were killed with the Senaputtee; Oodajee Powar, Chimnajee Punt were taken prisoners; Anund Rao Powar, Peelajee Guicowar, and Koer Bahadoor, were wounded, but made their escape. It was fought between Dubhoee and Baroda, both of which places were in the hands of Peelajee Guicowar, though the latter was shortly after taken from him by the Moghuls.

A treaty was concluded between the Peishwa and the family of the Dhabary. The young Eshwunt Rao was allowed to succeed his father as Senaputtee, but as he was too young to take the management on himself, his mother Oomabye officiated as Regent. Peelajee Guicowar was confirmed at Mootalig with an additional title of Senakhas Kheyl. It was stipulated that in Guzerat the Senaputtee was to have the exclusive management of the Mahratta interests, paying half of the revenue through the Peishwa to the state, and he was to account to the government for all contributions levied from countries not mentioned in the deeds given under the authority of Surbulund Khan, after deducting his expenses.

The cession of Chouth and Surdeshmookhee to the Peishwa was highly disapproved of at the Court of Delhi, and though no attempt had been made to support Surbulund Khan, or to avert the disgrace and calamity he foretold, he was made responsible for all, and superseded in favour of Abhye Sing, Raja of Marwar.

CHAPTER II.

FROM THE BATTLE OF DUBHOEE TO THE DEATH OF DUMMAJEE GUICOWAR.

ABHYE SING, the Rhatore sovereign of Marwar, was unable to retrieve the fortunes of the Moghuls; on the contrary, he did that which not only threw the country into greater temporary disorder, but destroyed the chances of an accommodation with the Mahrattas.

A.D. 1731 to 1768.

Peelajee Guicowar had made himself popular among the talookdars or petty land-owners in the province; he had also much influence with the Kolees and warlike classes. Finding that the grant of Chouth and Surdeshmookhee made by Surbulund Khan was not ratified at Delhi, he made open war on the imperial officers, defeated them in the field, and occupied many of the principal towns.

Abhye Sing felt that the personal qualities of Peelajee made him especially formidable, and he sent agents for the ostensible purpose of discussing the preliminaries of peace; they were admitted to frequent interviews with Peelajee at the village of Dankore, half way between Baroda and Ahmedabad. On one occasion they sat in conference with him till evening, when they took their leave. One of their number,

however, making as if he had forgotten something, re-entered, and while affecting to whisper in Peelajee's ear, stabbed him to the heart. The assassin was killed on the spot, the other agents escaped; but this base and treacherous act only roused the adherents of the deceased chief to more daring enterprises.

Dilla Dessaye of Padra, an intimate friend of Peelajee, excited the turbulent Kolees of the country to open insurrection, and when troops were despatched to quell it, and thereby the towns denuded of troops, he urged Mahadjee Guicowar (the brother of Peelajee), who was then at Jumbooseer, to make an attack on Baroda.

1732. It was entirely successful, and thenceforth Baroda became the capital of the Guicowar kingdom.

In the mean time Dummajee Guicowar advanced from Songhur, with a large force, regularly reducing the country as he advanced. Abhye Sing made energetic efforts to stem the torrent, but Dummajee, by making incursions into Marwar, so threatened his own dominions, that he was obliged to leave the city of Ahmedabad to a deputy, and return to Joudpoor to protect them. He was shortly after formally removed by the Court of Delhi from the government of Guzerat, which was entrusted to Nujeeb-ud-Dowla Momin Khan.

Abhye Sing, during his short tenure of office, had provided for two of his younger brothers, by obtaining for them a grant of the principality of Edur, a small state which had been for time immemorial an independent one, on the north-east frontier of the province. During these years of anarchy, they consolidated their power there, and the family is remark-

able as the last which has effected a settlement by conquest in Guzerat.

It was in A.D. 1733 also that Mulhar Rao Holkar, under the guidance of Kantajee Cuddum Banday, made a marauding excursion into the province from Malwa, plundered several towns, such as Edur and Pahlunpoor, and after riding to the banks of the Bunass, returned as suddenly as he came.

In conformity with the now common practice, Abhye Sing's deputy (Rutton Sing Bundaree) refused to give up the city of Ahmedabad to the new viceroy, who was obliged to have recourse to Dummajee Guicowar for assistance. A friendship was struck up, they exchanged turbans in token of brotherly regard, and a body of Mahratta troops, under an officer named Rungajee, was sent to expel Rutton Sing. This was effected on the 20th May 1737, and the confederates divided the authority of the city between them.

1737.

Dummajee continued for several years to collect his tribute from all parts of Guzerat, making an annual incursion into Kattywar for the same purpose, in imitation of the old Moolukguree progresses of the imperial officers, and probably under the sanction of Momin Khan.

In A.D. 1742, not unmindful of the old feud with the Peishwa, Dummajee made an incursion into Malwa, for the purpose of checking the advance of Bajee Rao who was then advancing to the eastward to curb the ambition of Raghojee Bhonsla, as he had curbed that of the Senaputtee in Guzerat; the movement was merely a demonstration, and led to no hostilities.

In February 1743, Momin Khan died, and Abdool Uzeez Khan, then in the Deccan, was nominated by the Court of Delhi to succeed. He collected a few thousand men, and had advanced as far as Unkheshwur, near Broach, to assume the government, when Dummajee Guicowar fell upon and utterly destroyed him and his party.

The next viceroy appointed was Fukhir-ud-Dowla. He arrived from Delhi in 1744, when Dummajee was absent at Sattara, whither he had gone to strengthen Raghojee Bhonsla and his party against the preponderance of Ballajee, the son of Bajee Rao Peishwa.

Rungajee refused to allow Fukhir-ud-Dowla to enter Ahmedabad, but Khundey Rao Guicowar, the brother of Dummajee acting in his brother's absence, recalled Rungajee, and put an agent of his own in Ahmedabad; he also gave some support to Fukhir-ud-Dowla. Dummajee, however, speedily returning, dissolved this connection, refused to acknowledge the new viceroy, and supported the brother and the son of his friend Mómin Khan in the government (though it was now merely nominal) of the province.

Dummajee, however, behaved with prudence and generosity to his brother Khundey Rao; he bestowed on him the fort of Boorsud, and the valuable district of Neriad, and appointed him his deputy at Baroda, and during his life he maintained over all the members of his family that ascendency which was necessary for the consolidation of his power.

The town of Broach was at this time held by an officer named Abdoola Beg, in the name and in behalf

of Nizam-ool-Moolk, who had usurped it as his personal jagheer during his viceroyalty.

The city of Surat was torn by the intestine struggles of several competitors for power, and Kedarjee Guicowar, a cousin of Dummajee, was invited by one of them to render his assistance, with promise of a gratuity of three lacs of rupees. The object having been gained, however, without his intervention, the promised reward was withheld, on which he began to plunder the country in the vicinity, and was finally bought off by the cession of one-third of the revenue of the city.

In the year 1751, another effort was made to throw off the supremacy of the Peishwa. Tarabye, the widow of the Shao Raja, obtained possession of the person of the young Raja Ram, and taking advantage of Ballajee Peishwa's absence in the south, where he had proceeded to oppose Sulabut Jung, she sent to Dummajee to come to Sattara and rescue the state from the power of the Brahmins.

1751.

Dummajee marched from Songhur by the Salpee Ghaut, dispersed the troops which the Peishwa's officers brought to oppose him, and effected a junction with Tarabye. Balajee acted on this emergency with all the vigour of his father; he hastened back with his army, covered nearly 400 miles in 13 days, and arrived in time to arrest the danger. Negociations were opened with Dummajee, troops were collected in his rear to cut off his retreat. The Peishwa solemnly promised to accede to the terms proposed, and Dummajee was entrapped into encamping in his

neighbourhood for the convenience of personal communication; the mask was then thrown off, Dummajee was made a prisoner, and his camp treacherously surprised and plundered.

The Peishwa then demanded the payment of all arrears on account of the tribute of Guzerat, and a cession of a large part of the territory Dummajee had acquired. It was in vain the latter protested that he was only the Mootaliq of the Senaputtee. Orders were sent privately to seize the members of his and the Dhabary's family, then residing at Tullygaum, and imprison them in the fort of Songhur, and Dummajee himself was confined at Poona till such time as the Peishwa could turn his attention to the affairs of Guzerat.

In the following year, Dummajee was bound by the strongest securities to pay 15 lacs of rupees on account of the arrears, which was not immoderate; but he only experienced this lenity on paying a bribe of a lac of rupees, which was divided between the Peishwa's wife and his cousin Sedasheo Rao Bhow.

1752-3.

A bond was also exacted for an equal partition both of the territory already acquired by Dummajee, and of all future conquests. He was to maintain ten thousand horse to assist the Peishwa when required, and to pay, as deputy of the Senaputtee, a tribute of five lacs and twenty-five thousand rupees, and to contribute a certain sum for the support of the Sattara Raja's establishment. On executing this he was released from close restraint, but still kept a prisoner at large, until a convenient time for fulfilling these conditions should present itself.

The Peishwa had been desirous for some time of obtaining exclusive possession of Surat, which was in those days the great commercial port of the Western Coast. He had sent his brother Rugonath Rao there in A.D. 1751, but had been obliged to recall him before his purpose had been effected. In A.D. 1755, he was able to depute him to complete those greater and more general schemes which the treaty with Dummajee had rendered practicable, and which were of more importance than the acquisition of any single city, however valuable.

Rugonath Rao and Dummajee Guicowar therefore now united their forces, and set themselves to complete the reduction of the province of Guzerat.

During Dummajee's long imprisonment in the Deccan, some changes had taken place there to the detriment of the Mahratta interests.

The brother of the deceased viceroy, Momin Khan, had appointed to the charge of the Moghul quarter of of the city a person named Juwan Murd Khan Babi.

As several branches of the Babi family still hold considerable estates in Guzerat, it may be as well to say something of their family history in this place.

About A.D. 1659 or 1663 a person of the name of Sher Khan was Jemedar or Foujdar of the district called the Chowaul. His grandson, Mohamed Khan Jehan, was appointed Foujdar of Rhadunpoor in A.D. 1715 (?). Either this person or his son received the agnomen of Juwan Murd Khan from the viceroy of Guzerat (this giving and changing of names seems to have been not uncommon, and causes great confusion in the family histories of Mahomedan families), and a grant in

jagheer of Radhunpoor, Summee, Moujpoor, Thuraud, Therwara, and Waraee, which was again confirmed in the second year of the reign of Mohamed Shah, viz. about A.D. 1722.

Juwan Murd Khan was a distinguished character during the next 40 years of this disturbed period. He held in farm the districts north of Ahmedabad, and we find him engaged in A.D. 1733 in hostilities with the Rhatore Princes of Edur. While he was besieging that town, the incursion of Holkar took place, which has been mentioned above. On that occasion he was surrounded by Holkar and the Edur troops, which had coalesced; he only bought himself off by payment of a heavy fine, giving up his brother, Zarawar Khan, as a hostage for the same.

A few years after he prevailed on the Edur chiefs to join him in opposing the progress of the Mahrattas. Rai Sing marched with such force as he could collect, but was drawn into an ambuscade near Boorsud, and surrounded. Taking advantage of his absence, the tribe of Rehwar Rajpoots attacked Edur. Annund Sing had his horse killed under him; one of his cavaliers offered to take this prince up behind him on his own horse, and carry him out of the *melée*. This, however, Rhatore pride forbade, and Annund Sing, turning on his foes, perished sword in hand. Rai Sing, by the connivance of a Hindoostanee officer in Dummajee's army, made his escape, and recovered Edur about A.D. 1740.

Juwan Murd Khan was appointed, as stated above, to the charge of the Moghul quarter of the city of Ahmedabad, but he usurped the whole authority,

allowing only Dummajee's officers to collect his dues. When the combined forces of Rugonath Rao and Dummajee were approaching Ahmedabad, he was at Pahlunpoor, but, hastening back, he prepared for and maintained the defence with great resolution.

Wittul Sewdeo, the ancestor of the Vinchoor Jagheerdars, greatly distinguished himself during the siege, as did Naroo Shunkur, the engineer who built the strong fortress of Malligaum, in Khandeish, and Juwan Murd Khan was obliged to capitulate.

He did so, however, on receiving from the Peishwa a written agreement to leave him in quiet possession as jagheer of the districts of Putton, Burnuggur, Summee, Moujpoor, Beesnuggur, Kuraud, Kheraloo, Rhadunpoor, Therwara, and Beejapoor, all the districts which he had hitherto held in farm or in jagheer.

The city of Ahmedabad was thus finally taken possession of by the Mahrattas in April 1755, and the imperial authority in the province, which had for some time been nominal, was entirely subverted. The family of the last viceroy, Fidau-ud-Din, the brother, and Mohtuffir Khan, the son of Momin Khan, retired to Cambay, where they were allowed to establish themselves. The revenue of Ahmedabad was divided between Dummajee and the Peishwa, but, with the exception of one gateway, the city was held by the troops of the latter.

1755.

When the combined troops were advancing on Ahmedabad, Rugonath Rao is said to have invited Rai Sing, the Edur prince, to join them, and on his doing so, received him honourably. After the capture

of the city, Rai Sing was requested to attend a grand durbar held to celebrate the occasion; he stipulated that he should not be expected to salute Rugonath Rao as a prince, though he would make him the due obeisance as a Brahmin, in return for which Rugonath Rao should bestow on him his Ashirwad or blessing. This was agreed to, but on the meeting taking place in this manner, Rugonath Rao paused, and with all the chiefs and nobles about him, asked Rai Sing what he would bestow on the Brahmin in return for the priestly benediction. The proud Rhatore, thus caught in a trap, replied, that he bestowed on him all his principality. Rugonath Rao accepted the districts of Perhantej, Beejapoor, half of Morassa, half of Bayer, half of Hursole, and relinquished the remainder.

Such is the tale by which Rajpoot pride conceals the more prosaic account of a compulsory relinquishment of possessions which had been but lately acquired out of the imperial dominions, and which Rugonath Rao resumed as the successor of the imperial power.

Rugonath Rao left at Ahmedabad an officer named Sreeput Rao as his representative; took leave of Dummajee at Baroda, and proceeded to Hindoostan.

To form an idea of the revolution thus caused in Guzerat, it is necessary to turn to the agreement which had been drawn up to define the actual and prospective rights of the Peishwa and Guicowar in A.D. 1751-2.

The actual rights south of the Nerbudda, in what was designated Surat Attaveesy, Rajwara Mahal, consisted of the Jumma, Swuraj, and Moghulaee of 28 districts, besides the duties from Veara, and five districts beyond the Taptee north.

The jumma was estimated at Rupees 10,18,000; the swuraj at Rupees 8,58,000; and the moghulaee at Rupees 1,60,000.

The rights between the Nerbudda and the Myhee were the jumma and duties of seven districts, amounting to Rupees 9,05,000.

The rights north of the Myhee were the jumma and duties of the half share already possessed by Dummajee in the city of Ahmedabad with the district contiguous, valued at one lac of rupees, and the jumma and duties of what were called the Rastee Mahal, viz. half Pitlaud, Dholka, Mahtur, Neriad, Muhoonda, in all Rupees 8,50,000.

The swuraj seems to have been the amount set apart for the Raja of Sattara, that being the name given originally to the territories acquired by Sivajee. The moghulaee was the revenue set apart for the protection of trade by the person who held the office of admiral of the empire, and to which dignity was attached the castle of Surat. This the Peishwa intended to secure for himself hereafter; there remained, therefore, Rupees 27,73,000 to be divided between the Peishwa and the Guicowar, after deducting territory, equal to Rupees 3,00,500, for the support of the Guicowar family.

The revenue which had been acquired by the Mahrattas in Guzerat hitherto, excluding the tribute from the chiefs, did not amount to more than Rupees 36,31,000.

There were, however, nine remaining mahals, the names of which suggest the future plans and prospects of the confederates: they were Mohun, Gohilwar, the

whole of Joonaghur and Sorut, Islamnuggur, *alias* Nowanuggur, Soomee, Rajwara, Kutch Bhooj, the Indus and Tatta, Jhutwara, Sawulpoor, Dwarka, Prantkabee, and Daunta; in short, their ambition pointed to the acquisition of the whole of the western portion of the upper peninsula of India, including the valley of the lower Indus.

The English had for many years possessed trading stations, called factories, at Cambay, Broach, and especially at Surat, and under a firman dated 25th June 1667, they held, by the favour of the court of Delhi, certain commercial privileges, which the local governor at Surat evinced a constant inclination to infringe. The Seedees of Jingeera held the office of admirals of the Moghul empire, and in virtue thereof had possession of the castle of Surat, with certain revenues attached for the purpose of protecting trade; they, however, being essentially pirates themselves, very soon began to abuse their position, instead of honestly performing its duties.

There were at Surat about this time three or four conflicting authorities besides the agent of Dummajee Guicowar, who collected his master's one-third of the revenue without doing anything to maintain order. There was Musaood Khan, the Seedee admiral, there was Sufdur Khan and Faris Khan, and Syud Moinoodeen Khan, *alias* Mia Atchund, who was a partizan of the English.

In A.D. 1752 the English resolved to resist the lawless oppression of the local authorities, and a conflict took place, which, for the time, secured the observance of the imperial firman in favour of the

English, to whom were refunded two lacs of rupees for the losses they had suffered; but this money was levied on the mercantile classes by additional taxation: there was no security against a recurrence of the evils complained of.

Governor Bouchier, of Bombay, had for some time endeavoured to induce the Peishwa to join in restoring order at Surat, and had not Rugonath Rao been called away on other duty, a joint expedition would probably have been fitted out for that purpose in A.D. 1751.

The Peishwa, however, made proposals in A.D. 1755 to settle Surat and to reduce the pirate Angria. The latter object was effected; but as to the former, he was not only lukewarm, but intending to effect the reduction of Surat alone, and for his own benefit, he made a threatening demonstration against Bombay, when that Government was preparing an expedition to act without him, which was the cause of its being for the time abandoned.

The plan thus postponed was, however, carried out by the English some years later. In March 1758 a convention was entered into between the Bombay Government and Faris Khan, for the purpose of putting the latter in exclusive possession of the government of the city, while the English were to hold the castle, with its contingent revenues. The interests of Dummajee Guicowar were, however, to be in no way meddled with.

An expedition was prepared at Bombay, and sailed in March 1759. On the very day of the assault on the castle, another convention was drawn up. Mia Atchund was thereby installed as governor, while

Faris Khan took a lower place as his deputy; the castle was taken, the Seedees expelled, and the English took possession of their office and its attendant revenues.

The proceedings of the confederates were duly reported to the Court of Delhi, and graciously sanctioned *after the event*. A few years after, in A.D. 1763, on Mia Atchund's death, his son was appointed (by the English, and without the formality of any reference to the emperor,) Nuwab of Surat, under the title of Meer Hafiz-ood-deen-Ahmed Khan Bahadoor.

Dummajee Guicowar commanded his own contingent in the disastrous battle of Paniput, fought on the 7th January 1761, and acquitted himself with credit. His horse supported the advance of the infantry of the Mahratta army under the command of Ibrahim Khan Gardee, which defeated the opposite wing of the Afghans, and Dummajee was one of the few chiefs of the highest rank who returned in safety to their homes after that fatal battle.

During the remaining years of his life, Dummajee continued to enlarge and consolidate his territories. He dispossessed Juwan Murd Khan of nearly the whole of the districts he had retained in northern Guzerat, leaving him only his older jagheer of Summee Radhunpoor and dependencies. He reduced the Rhatore princes of Edur to the station of tributaries, made repeated progresses into Kattywar, when he made some solid acquisitions besides exacting tribute, and, in fine, established himself as a sovereign power of the first class.

His connection with Rugonath Rao was unfortunate for his family. He sided with him during his dissensions

with the young Peishwa Madhow Rao, and when many of the Mahratta chiefs deserted Rugonath Rao and went over to Nizam Ali, Dummajee brought a body of his own troops to his assistance, and on the outbreak of hostilities, he, with Mulhar Rao Holkar, ravaged the provinces of Berar and Aurungabad, and at the battle of Taindulza (Rakisbone, on the Godavery), where Nizam Ali was defeated (through the characteristic treachery of Janojee Bhonsla,) his prime minister, Raja Pertabwant, was slain by one of Dummajee's troopers.

In A.D. 1763, while Rugonath Rao held for a short time the reins of the administration, he appointed Ramchunder Jadow to the office of Senaputtee, but without attaching to the office any authority in Guzerat.

The last days of Dummajee Guicowar's long dis-
1768. tinguished and victorious career were clouded by the disaster which befel his ally, Rugonath Rao. Matters had come to such a pass between him and his nephew, the Peishwa Madhow Rao, that hostilities were unavoidable. Dummajee sent his son Govind Rao with a body of troops to the assistance of the uncle, but they were defeated near Dhoorup, in the Chandore hills, and both taken prisoners.

Dummajee's death occurring at this crisis was peculiarly unfortunate, as it led to a civil war for the succession, the origin and progress of which will be the subject of the next Chapter.

CHAPTER III.

FROM THE DEATH OF DUMMAJEE GUICOWAR TO THE FIRST TREATY BETWEEN THE ENGLISH AND FUTTEH SING.

DUMMAJEE GUICOWAR had three lawful wives: first Munoobye, the mother of Govind Rao; second, Kaseebye, the mother of Syajee Rao and Futteh Sing; third, Gungabye, the mother of Peelajee Rao, Manajee Rao, and Morar Rao.

A.D. 1768 to 1775.

Syajee Rao, however, not Govind Rao, was the eldest-born son, and he, being of feeble character, submitted to the management of his uterine brother, Futteh Sing, a man of energy and talent, who, being on the spot at Dummajee's death, placed his brother on the throne, and assumed the regency.

By engaging to pay a fine of 23 lacs of rupees for his late delinquency, a Nuzerana of 21 lacs, and other exactions, amounting in all to 50½ lacs of rupees, by promising also an annual tribute of Rupees 7,79,000, and to maintain three thousand horse at Poona for the service of the Peishwa in peace, and four thousand in

time of war, Govind Rao, on the other hand, received the investiture of his father's dominions.

Futteh Sing, however, came in person to Poona and procured a reversal of this decision; the respected and virtuous Ram Shastree having finally declared in favour of the claim of the eldest-born, Syajee Rao: but Futteh Sing determined to strengthen himself not only against Govind Rao, but the Peishwa also. He therefore succeeded not only in withdrawing his contingent from Poona, by paying an annual subsidy in lieu thereof, on the plea that he required it to protect himself from Govind Rao's attempts, but he made overtures to the Bombay Government for an alliance (in A.D. 1772) which were not at that time accepted.

In the mean time, the Bombay Government had come into collision with the Nawab of Broach, and an expedition was sent against him, which took the town by assault on the 18th November 1772, the same day that Madhow Rao Peishwa died.

Permission had been granted by the Peishwa for the residence of an English envoy at Poona, and Mr. Mostyn arrived there a few days before Madhow Rao's death. At his first interview with the young Narain Rao, a discussion took place relative to an exchange or equivalent for Broach, but nothing was suggested that could lead to the most important object of his mission, which was the acquisition of the fort of Bassein and the islands of Salsette, Kenery, Hog Island, Elephanta, and Caranja, which were required to secure Bombay against any enterprize by European powers.

Narain Rao was murdered in the following year, and as his uncle's (Rugonath Rao's) death was also rumoured, though falsely, the Bombay Government concluded that the family of the Peishwas, with which alone they had treaties, was extinct, and they determined without any scruple to take forcible possession of Salsette: but the council of ministers at Poona, having the support of the ex-Peishwa's widow, who was *enceinte*, and who was afterwards delivered of a son, ejected Rugonath Rao, who was odious to most of the Mahratta chiefs, and deeply implicated in the murder of Narain Rao.

Rugonath Rao (whom we shall henceforth call by his familiar name of Ragoba) proceeded to Indore, hoping to be joined by Holkar and Scindia, and thence made overtures to Mr. Mostyn to assist him in getting possession of the Peishwa's office, "asking for a great deal of money and great many troops"; but he refused to give up Salsette and Bassein, and offered instead possessions of much greater value in Guzerat.

It now became known that the Portuguese had appeared on the coast with a powerful armament, intending to recover Salsette and Bassein from the Mahrattas, and the situation became critical. The Bombay Government intrigued with the Mahratta commandant of the fort of Tanna to sell his charge. Governor Hornby offered him one lac of rupees, but he demanded two lacs and sixty thousand. While this negociation was going on, it became known to the council of ministers at Poona, and reinforcements were sent down, which prevented the meditated act of treachery.

The Bombay Government at all risks resolved to anticipate the Portuguese; a force was sent, which stormed the fort of Tanna with considerable loss, 27th December 1774, and reduced the Island of Salsette in a few days after.

In the mean time, Ragoba was deserted by Scindia and Holkar, and a force being despatched from Poona against him, he took refuge in Guzerat, arriving at Baroda on the 3rd January 1775. In the day of his power he had reversed the decision which had assigned the throne to Syajee Rao, and had allowed Govind Rao to depart for the purpose of wresting the control of the administration from Futteh Sing: he now found his protégé besieging Baroda.

Ragoba's first act was to communicate with Mr. Gambier, the chief of the Surat Factory, and after some delay, owing to the capture of his agent Nouruttundas by a detachment of Futteh Sing's troops, a treaty of sixteen articles was concluded. By this treaty all preceding engagements between the Mahrattas and the British were confirmed. The Bombay Government engaged to send 500 Europeans and 1,000 native soldiers, with artillery, immediately, and to increase the force to 3,000 men, for the purpose of assisting Ragoba against the Poona Government; and Ragoba ceded Bassein, Salsette, Caranja, Elephanta, and Hog Island, besides the districts of Jumbooseer and Oorpar, and Rupees 75,000 annually from the Peishwa's share of Occliseer, and engaged to procure from the Guicowar a grant of his share of the revenues of Broach in town and country, while for the payment

of the promised troops, he assigned the remainder of the Peishwa's share of Occliseer, the districts of Ahmode, Hansote, and Veersal.

The Bombay Government acted with great promptitude; even before the treaty was signed, they had despatched a force of one thousand five hundred men under Colonel Keatinge, to the assistance of Ragoba in February 1775, but when the expedition anchored off the bar of the Taptee, Colonel Keatinge ascertained that his ally had been already defeated, and was then a friendless refugee at Surat.

The Poona army, under Hurry Punt Phurkay, accompanied by divisions from the armies of Holkar and Scindia had entered Guzerat, and obliged Ragoba and Govind Rao to raise the siege of Baroda and retire northward behind the river Myhee. On the 17th February, the Poona army crossed the river in three divisions at Wassud. While Ragoba was endeavouring to check the advance on his centre, and before Govind Rao and Khundey Rao Guicowar's troops, which were encamped in his rear, could come down to his support, he found himself outflanked; a body of newly enlisted Arabs took that opportunity to demand their pay, and refused to fight. Manajee Scindia Phakray and Sukaram Hurry, two of his best officers, were wounded, a terrible confusion followed; and Ragoba fled precipitately with about 1000 horse to Cambay.

The Nuwab of that place, who had before intended to join him, was now apprehensive of the consequences of even giving him an asylum. Ragoba therefore

applied to Mr. C. Malet, chief of the English Factory, who had only heard by common rumour of the negociations between him and the Bombay Government, but readily assisted him to Bhownuggur, where he took ship for Surat. There, on the 6th March, he and Mr. Gambier signed the treaty, which thirteen months later was approved by the Court of Directors.

Colonel Keatinge, on meeting the forlorn Ragoba at Surat, congratulated the Governor of Bombay on the circumstance of finding the ex-Peishwa now entirely dependent upon him; and Mr. Hornby seems to have had entire confidence that his 1,500 men would vanquish the whole Mahratta army, and accordingly directed the expedition to proceed to Cambay, and form a junction with the defeated fragments of Ragoba's troops.

The instructions given to Colonel Keatinge were far from precise, and almost exclusively military. The object of the expedition was "the assistance of Ragoba against all his enemies, the ministerial party and their adherents to move with his army, and to do everything for bringing the war to a happy and speedy issue that Ragoba might desire, and that Colonel Keatinge might think the force under his command able to effect." He was not authorised to act in any political capacity; but in an evil hour, he enteredin to a correspondence with Futteh Sing Guicowar, with the simple expectation of inducing him to desert his own party.

Colonel Keatinge had no knowledge of Futteh Sing; no overtures had been made to him, his force had

achieved nothing to make it an object of apprehension or respect, and nothing was to be expected, under such circumstances, from negotiating with a Mahratta but humiliation and ultimate disappointment.

His troops, however, were increased by reinforcements to 2,500 men, and on the 19th April he marched eleven miles to Dumruj, where he effected a junction with Ragoba's defeated troops.

The commanders Manajee Phakray and Sukaram Hurry were officers of reputation, and faithful to Ragoba's cause; but their own followers, amounting to six or eight thousand, were without pay, mutinous, and clamorous; the whole multitude which assembled in their camp, estimated at upwards of twenty thousand men, were worse than useless. Colonel Keatinge, pleased with the formidable spectacle which the tents, and flags, and crowd of a Mahratta camp present, congratulated himself and the presidency on their prospects; but in the same despatch earnestly solicited a supply of treasure, and informed the Government of his having advanced what he could from his military chest, that the spirit of *such* an army might not be damped.

The Poona Government had succeeded in detaching Khundey Rao Guicowar from the cause of Ragoba, but its force was considerably weakened by the return of Holkar and Scindia with about 12,000 horse to Malwa, for reasons which are nowhere satisfactorily shown. Ragoba's party interpreted their depar-

ture as a secession in his favour, and it probably did proceed (on the part of Scindia) from his being called upon by Sukaram Bappoo to account for arrears due to the Peishwa, a circumstance to which may be attributed the enmity which subsisted between Mahadojee Scindia and Sukaram even after this period, but could have occasioned no material alteration in Scindia's policy, as both Scindia and Holkar were at Poona a few months afterwards. It was, however, confidently asserted by Ragoba's party that Scindia intended to join them, and that Holkăr would never act against Mahadojee Scindia. The whole Poona army under Hurry Punt, when joined by Futteh Sing, amounted to about 25,000 men, of which 5,000 were infantry. Hurry Punt, in permitting the crowd to assemble about Ragoba at such a distance from the capital, after the season when the revenues were collected, and when the rains might be expected in the course of six weeks, acted more judiciously than if he had harassed his own troops to prevent the junction of his enemies. On the 23rd of April, the army of Ragoba, the strength of which lay in the British detachment, moved from Dumruj to Wusura, and thence to the River Saburmattee. It then moved northwards towards Kaira, but did not reach Mahtur, a village 30 miles north of Cambay, until the 3rd May. This inactivity, in the first instance, was unavoidable, the reinforcements had not arrived, and the commissariat of the Bombay troops was extremely defective; the delay in advancing was attributed to the numerous carts, baggage, and bazaar, but, no doubt, was partly owing to the want of arrangement on the part of the commanding

officer, and, above all, to the indecision of Ragoba, who was inclined to proceed to Ahmedabad, and remain in Guzerat during the monsoon; but the Bombay Government disapproved of this intention, and strongly recommended him to push on to Poona at once. Before the army arrived at Mahtur, they had two partial actions with Hurry Punt: the first took place on the 28th April, at the village of Mosaumbee, and was entirely maintained by the English detachment with very trifling loss; the second was four days afterwards, when 50 or 60 of Ragoba's soldiers were killed or wounded, a loss which dispirited them ever after: but the enemy experienced a much greater, having made an attempt on the left of the English line, where they met with a severe repulse. Colonel Keatinge at length, by positive orders from Bombay, prevailed on Ragoba to change the direction of his route, and proceed towards Poona. They accordingly moved on the 5th, and before they reached Neriad on the 8th, were again

8th May. twice opposed: once in the mode usual for Mahratta horse, and a second time in the same manner, but supported by some pieces of cannon. As Neriad was a considerable town in possession of Khundey Rao Guicowar, Ragoba, to punish his defection and administer to his own necessities, imposed a contribution of 60,000 Rupees, but after wasting one week, he could only collect

14th May. 40,000. On the 14th the army crept forward three miles further to the westward, and expected to have a decisive action at the Myhee, as it was known in the Mahratta camp that Hurry Punt Phurkay had received orders from Poona

to attack Ragoba in case he should attempt to cross the river. Colonel Keatinge in the mean time had continued his correspondence with the Guicowar, and although aware that it had been discovered by Hurry Punt Phurkay from the first, he still persuaded himself that he should be able to bring over Futteh Sing. He even signed a treaty on the 22nd of April, secret as he supposed, and as Futteh Sing pretended, and sent an agent, Lieutenant George Lovibond, to the camp of Futteh Sing, for the purpose of having it ratified.

The agent was very grossly insulted, and the mission must have furnished a subject for ridicule in every Mahratta ballad and news-letter of the day; but Colonel Keatinge knew so little of the people, as to be insensible of the derision to which his notable diplomacy exposed him. The circumstances of the mission are too characteristic to be passed over: Lieutenant Lovibond, attended by the agent of Futteh Sing, was carried to the camp of Hurry Punt, and on expressing his surprise at being brought there, was merely told that his master had joined. During the evening some inferior people about Hurry Punt and Futteh Sing were sent to visit the British envoy. Early next morning the agent told Mr. Lovibond that a tent was pitched for his reception, where he must meet Futteh Sing and his minister to execute the treaty.

In this tent he was kept the whole day, not without expressing his impatience, but Mr. Lovibond, by not bursting into a passion, which would be expected

in a European, probably disappointed them of half their mirth. At last, at five o'clock in the evening, a single horseman road up to the door of the tent, and desired the gentleman to follow the army. On his complying, the palanquin in which he travelled was surrounded by a party of Hurry Punt's horse, and he was thus exposed as a prisoner to their whole army. At this time the agent of Futteh Sing coming up with much seeming concern, confirmed the truth of his being a prisoner, and earnestly begged of him to save his master by destroying the treaty and his other credentials. The good-natured Englishman contrived to do this most effectually, and after the horsemen had brought him to the middle of Futteh Sing's camp bazaar they rode off, and there left him. The agent immediately urged him not to lose an opportunity so favourable, but to follow him. He was then carried to the tent of the minister, where, after one hour, came Futteh Sing himself. He expressed great gratitude for the precaution Mr. Lovibond had taken in his favour by destroying the treaty, which he begged to excuse himself for renewing at that time, owing to the vigilance of Hurry Punt, and the other great officers. The envoy of Colonel Keatinge, after having thus furnished subject for what would, if well told, occasion as much laughter to Mahrattas as the story of the "Sleeper awakened" to Arabs, was escorted back to the British camp. There are certain kinds of ridicule which are peculiarly national, and the full force of this imposture, practised by two personages in such high authority as Futteh Sing and Hurry Punt Phurkay, would probably, from its seeming puerility, be at that

time little understood, except by Mahrattas; but the Bombay Government in their judgment disapproved of Colonel Keatinge's proceedings, and ordered Mr. Mostyn to join his army for the purpose of transacting its political affairs. The troops, however, had advanced too far from Cambay, through a hostile country, to enable Mr. Mostyn to overtake them. The army, after passing Neriad, continued their march towards the Myhee, and arrived at Nappar on the 17th. From Neriad their route lay through a highly cultivated country, along a narrow, deep, sandy road, which only admits one cart abreast, being enclosed on both sides by high milk-bush hedges.

17th May.

Numerous topes or groves appear in every direction; the country on both sides is generally a succession of enclosed fields, the borders of which are lined by stately trees, such as the mountain neem, the tamarind, the moura, and the mango. After passing Nappar about a mile and a-half, the country opens on a fine plain interspersed with trees, extending from Arass to near the banks of the river, which are broken by extensive and deep ravines.

Ragoba's horse, after their first unfortunate skirmish, instead of acting on the flanks and guarding the baggage, used constantly to intermix with it, and with the characteristic feeling of Mahrattas depressed by previous discomfiture, on occasions of the smallest danger crowded for safety towards the British detachment. Colonel Keatinge, at Ragoba's request, in order

to give them a little confidence, had formed two guards, consisting each of two hundred rank and file, 100 Europeans, and 100 Native infantry, supported by two guns. One of these guards was posted in the rear, and one on the reverse flank of the whole army; the front and rear of the British detachment were composed of European Grenadiers, and the orders were that in case of an attack on the flank, the rear-guard should move to its support, whilst the division of grenadiers occupied their place; but in case the attack should be made on the rear-guard, the division of grenadiers should fall back and join it. On the morning of the 18th of May, when marching in this order towards the Myhee, about a mile and a-half from Nappar, a small cannonade from six guns suddenly opened on their rear from behind a grove on the left side of the road, where a large body of the enemy were advancing. Colonel Keatinge immediately halted the line, rode back, found Captain Myers, who commanded the division of grenadiers, moving according to the instructions, and having ordered down another gun and a howitzer, soon silenced the artillery of the enemy, and drove back the advancing body. Two of the enemy's cannon were not withdrawn with the rest, and Captain Myers, with some other officers, proposed "having a dash at their guns," to which Colonel Keatinge assented, and sent for the other company of grenadiers. The object of attack was in an enclosed field, the road to which was of the same kind as that already described,

18th May, action of Arass.

between two high milk-bush hedges. As soon as both companies of grenadiers were formed with the rear-guard, they were directed to advance with order and regularity,—an injunction which Colonel Keatinge found it necessary to repeat. Captain Myers, however, again quickened his pace, until he got near the guns. He then halted, and had just formed for the attack, when a body of the enemy's horse charged him, but, being supported by the artillery, which Colonel Keatinge directed in person, they were driven back with great slaughter. The division had re-formed to prosecute their object, when another charge, more desperate than the first, was again made and repulsed, though many of the grenadiers were cut down, and among the rest the gallant Captains Myers and Serle. This was certainly the crisis which generally gains or loses an action. Colonel Keatinge performed the duty of a good captain of artillery, but as a commander he neglected to support his exhausted men with fresh troops. The Mahrattas took advantage of the oversight, placed two elephants to block up the narrow road, and being encouraged by a treacherous carcoon in Ragoba's army, charged the rear of the division, thus completely cut off from the main body; but the troops, as yet undismayed, facing about, attacked and routed them. By this time the Arabs and Sindians in Ragoba's army were advancing in their irregular manner, and Ragoba's horse, by capering about between the advanced body and the British line, occasioned infinite confusion, and could scarcely be distinguished from the enemy, who for a moment seemed to have

relinquished the attack, when suddenly one of the companies of European grenadiers, without any apparent reason, went to the right about, and retreated at a quick pace. This retrograde movement, as was afterwards discovered by a court of inquiry, was partly the fault of their officer, whose word of command to face to the right, for the purpose of retiring, was mistaken for right-about-face. Without orders from Colonel Keatinge the retreat was, at all events, inexcusable, and, as might have been expected, was attended with disastrous consequences. The sepoys immediately fancied themselves defeated; they also turned, and the rest of the Europeans followed their example. Some order was preserved until they gained the milk-bush hedges, when, in spite of all exertions, they broke their ranks and ran towards the line in the greatest confusion, whilst the enemy came amongst them sword in hand, and made great slaughter.

Colonel Keatinge in vain attempted to rally the grenadiers. These men, who had a few minutes before fought with all the ardour and constancy of British troops, now fled disgracefully; but the support of the line, and the fire of the whole artillery within 40 yards, again drove back the Mahrattas, who finally sustained a severe defeat. Such was the battle of Arass; and notwithstanding the circumstances attending it, which are quoted principally from the candid narrative of Colonel Keatinge, it is a victory recorded by the best of testimony—the enemy—in terms highly creditable: but it was dearly purchased. The loss on the part of Colonel Keatinge's detachment amounted to 222 men, of whom 86 were

Europeans, and 11 of them officers. Colonel Keatinge arrived at Broach on the 29th May, where he deposited his wounded. On the 8th June he again marched, intending to cross the Nerbudda; but as the proposed ford was found impracticable, the army on the 10th moved up the river towards Bowpeer. After a march of about 20 miles, at 5 o'clock in the evening, Colonel Keatinge received intelligence that Hurry Punt was still on the north side of the river, about 8 or 10 miles further on. Having now less respect for his enemy, and having found the simple secret in Mahratta warfare of always being the first to attack, Colonel Keatinge resolved on moving forward as soon as he had allowed his men some refreshment. Accordingly he was again in motion before one o'clock in the morning, but the troops of Ragoba, like their ill-omened master, whose presence seemed to blight the fairest prospect in every affair in which he was engaged, on this occasion for the first time since their former slight check, stimulated by the hope of plunder, and elated by having received a little pay—part of a lac of rupees advanced to Ragoba by the Broach factory—showed an inclination to advance, crowded the road, broke through Colonel Keatinge's line of march in several places, and at last obliged him to halt till daylight. The enemy therefore saw him long before he could get near, struck their camp in the greatest confusion, threw their guns into the river, sent their heavy baggage across the Nerbudda, and retreated along the north bank, with the loss of an elephant and a few camels, which were plundered by

29th May at Broach.

8th June.

10th June.

Ragoba's horse. Colonel Keatinge's intention of proceeding to the southward, according to repeated orders from Bombay, was now set aside for many judicious military reasons urged by Ragoba, of which the Government afterwards approved, and it was therefore determined to retire to Dubhoee, 19 miles south-east of Baroda, whilst Ragoba's troops were encamped at Balapoor, a village on the River Dadhur between these places. Colonel Keatinge then proposed to the Bombay Government, at the repeated solicitation of Govind Rao Guicowar, to reduce Baroda as soon as the monsoon abated, to which they assented.

In the mean time, preparations were in progress at the Presidency for the purpose of reinforcing Colonel Keatinge's detachment, replenishing their ammunition, and completing their stores. Futteh Sing was now in earnest in his desire to enter into a treaty with Ragoba, and Colonel Keatinge, foreseeing more advantage to the cause by admitting his overtures than by reducing him, recommended to Ragoba the conclusion of such an agreement as might reconcile Govind Rao to the measure, secure the alliance of Futteh Sing, and insure relief to Ragoba's urgent necessities by a supply of treasure. Futteh Sing agreed to furnish 3,000 horse to be at all times kept at Ragoba's service; but, if required, 2,000 more were to be provided, for which pay was to be allowed. A jagheer of three lacs, which Futteh Sing, by his agreement with Mahadeo Rao Bullal, was bound to reserve in Guzerat for his brother Govind Rao, was no longer required; but in lieu of it Ragoba agreed to bestow a jagheer of ten lacs on Govind Rao

in the Deccan; 26 lacs of rupees were to be paid to Ragoba in 61 days; and the East India Company, as guarantees and negotiators between the parties, were to receive the Guicowar's share of the revenue in Broach, and several villages in perpetuity, estimated at Rupees 2,13,000. This pacification, effected through Colonel Keatinge's management, was, as circumstances then stood, politic; for although Govind Rao afterwards seceded from the agreement, he declared himself satisfied at the time.

CHAPTER IV.

FROM THE ANNULMENT OF THE FIRST TREATY WITH FUTTEH SING, TO THE ANNULMENT OF THE SECOND TREATY WITH FUTTEH SING, FROM A.D. 1775 TO 1780.

A.D. 1775.

THE proceedings narrated in the preceding Chapter were disavowed by the Supreme Government as "impolitic, dangerous, unauthorised, and unjust," and Lieutenant Colonel John Upton was deputed by Mr. Hastings as Envoy to the Government of Poona, to conclude a treaty of peace. He arrived at Poorundhur on the 28th December, and opened the negotiations which terminated in the treaty of that name.

The Poona ministers, finding that there was a difference of opinion between the Bombay and Supreme Governments, thought to take advantage of it, and assumed a tone of menace of demand, which speedily led Colonel Upton to report the failure of his mission. No sooner had he done this, however, than the ministers reversed their tactics, agreed to the greater part of Colonel Upton's original proposals, in a few days the treaty was arranged, and on the 1st March 1776 signed.

The Poona Government relinquished all claims on the revenue of the city and adjoining territory of Broach, producing three lacs of rupees, by way of showing "its friendship to the English Company."

The cessions exacted from Futteh Sing were to be restored to him, provided it could be proved that he had no power to make such alienations.

The treaty between Ragoba and the Bombay Government was annulled.

That Government was outrageous at this destruction of all its hopes, and though the treaty forbade its giving any protection to Ragoba, he was granted an asylum at Surat, and subsequently in Bombay, on the plea that honour forbade his being surrendered to the mercy of his foes.

Some modification of Mr. Hastings' views led to the recall of Colonel Upton, and in A.D. 1777 the Bombay Government was allowed to select Mr. Mostyn as his successor. He repaired immediately to Poona to adjust the details of the treaty.

The article which related to Futteh Sing Guicowar had been artfully framed by the Poona ministers to induce him to declare not only his dependence on the Peishwa, but his inability to make any grant without the permission of the chief of the Mahrattas; but while Futteh Sing readily admitted his feudal dependence, he claimed the restoration of his grant to the Company on other grounds, viz. that Ragoba had failed to perform his part of the agreement. These and other points served to prolong the discussion until February 1778, when Futteh Sing, having paid off his arrears of

1778.

tribute, presented one lac of rupees to the ministers, and five lacs of rupees to the State; received his investiture as Senakhaskel, and Govind Rao Guicowar's pretensions were finally set aside.

At this time dissensions broke out among the Poona ministers, of whom the most able and distinguished was Nana Furnaveez. He headed a party hostile to the English, and the other party made overtures to Ragoba. Nana Furnaveez patronised an adventurer who had made his way to Poona, and who pretended to be an authorised French emissary.

1778-79.

The Bombay Government being convinced therefrom of Nana Furnaveez's determined hostility, resolved to crush his plans before they had been matured, by putting Ragoba into the regency during the minority of the young Peishwa Mahadeo Rao Narain. In the *interim*, however, Ragoba's party at Poona was dissolved by the ascendency of Nana Furnaveez, aided by Mahadjee Scindia; but being now supported by the Supreme Government with six battalions of sepoys, and some cavalry and artillery, despatched overland from Bengal, the Bombay Council put in motion, on the 23rd November 1778, a force, under the command of Colonel Egerton, to conduct Ragoba to Poona.

This expedition was most disastrous. After reaching the Bhore Ghaut, Colonel Egerton wasted eleven days in reaching Karlee, eight miles distant, and thereby allowed time for the whole Mahratta army to envelope him. After many attacks had been repulsed by the English, they advanced to Tullygaum, on the 9th

January 1779. The village had been destroyed by the Mahrattas, and Colonel Egerton, instead of pushing on to the capital; now only 18 miles distant, halted, became alarmed at this show of determination, and then commenced a retreat. Harassed on all sides, the force fell back on Wurgaum, where, despairing of ever reaching Bombay, a disgraceful convention was concluded with the enemy.

Ragoba surrendered himself to Mahadjee Scindia, to whom, for his good offices, it was agreed to cede Broach; and a present of Rupees 40,000 was made to his servants. It was also settled that all the acquisitions gained from the Mahrattas should be restored, and the *status* of A.D. 1773 conceded. An order was written on the ground to countermand the advance of the Bengal column, and two gentlemen were delivered over to Scindia for the due fulfilment of these stipulations.

1779.

The English Force was then allowed to return without molestation to Bombay.

The Government of that Presidency was now reduced to a situation of great distress. Its measures had been imprudent in themselves; they had been ill-concerted and badly executed; its policy had been narrow and influenced by personal and local feelings; it had been directed to secure exclusive advantages for the Bombay Presidency: the spirit of mere commercial adventurers had ruled at the council table.

Governor Hornby, however, boldly repudiated the disgraceful articles of the Wurgaum convention. He denied that it possessed any power to bind the Government; but in the hope of detaching Scindia from the

Poona Government, he determined to surrender what had been promised to him.

1779. The Bengal Troops, under General Goddard, reached Surat, after some difficulties, on the 26th February 1779; but the Bombay Government had now discovered that Mahadjee Scindia evinced none of those favourable intentions which had been fondly anticipated, and it was committed as a principal to a war with the whole Mahratta nation without funds, and with its only possible ally a prisoner in the hands of the enemy. Governor Hornby in this crisis proposed to contract a treaty with Futteh Sing Guicowar on the terms suggested by him in A.D. 1772; to release him from all dependence on the Poona Government; to reconcile him with Govind Rao, and to conquer the Peishwa's share of Guzerat.

In this emergency, the conduct of the Bengal Government was admirable. On hearing the disastrous news of the Wurgaum convention, its first efforts were directed to increase its military resources. Mr. Hastings marked, with his well-deserved applause, General Goddard's bold and successful march across the Peninsula of India; and with respect to the Bombay Government, he said,—"To mark our want of confidence in them by any public act would weaken theirs in us; to load them with harsh and unoperating reproaches, would indispose them to our authority * *: let us excite them to exert themselves for the retrieval of their past misfortunes, and arm them with means adequate to that end, restricting their powers when the object is determinate,

and permitting a more liberal extension of them in cases which are too variable and uncertain for positive injunction."

General Goddard was furnished with powers to negotiate a peace with the Poona Government on the basis of the treaty of Poorundhur, but with an additional article excluding the French from forming any establishments in the Mahratta territory. If such a peace could not be obtained, he was allowed, if he thought proper, to adopt Mr. Hornby's plan of an alliance with Futteh Sing. In this case, he was to be guided by the instructions of the Bombay Government, but no pledge was to be given of reconciling the domestic differences in the Guicowar family, and Futteh Sing was to be dealt with as the only acknowledged head of the state.

The Governor General admitted the propriety of giving up Broach to Mahadjee Scindia.

The custody of Ragoba had been entrusted to that chief; a jagheer had been assigned to him in Bundelkund, and as he was journeying thither under an escort hardly more numerous than his own personal adherents, he suddenly attacked and dispersed it, and fled with all speed to Broach, where he was received a somewhat unwelcome guest by the English, and a monthly stipend of 50,000 rupees allotted to him. General Goddard, however, wisely avoided entering into any engagements with a man who was now understood to be not only unfortunate, but generally unpopular with his own nation.

The negotiation with the Poona Government languished for several months; but towards the close

of the monsoon, when General Goddard demanded explicit answers, he received one even sooner than he expected. Nana Furnaveez demanded the evacuation of Salsette and the surrender of Ragoba as necessary preliminaries, and about the same time it was reported that a confederacy had been formed of the Mahrattas, the Nizam, and Hyder Ali, to attack the English simultaneously in all the three Presidencies.

General Goddard delayed giving an immediate answer to the Poona Government, but went in person to Bombay to urge the greatest despatch in sending reinforcements to his army; and then, returning to Surat, he dismissed the agents of Nana Furnaveez, and opened a correspondence with Futteh Sing. The Guicowar prince not unnaturally showed a disposition to procrastinate, and on New Year's Day 1780, General Goddard crossed the River Taptee; took up a battering train and stores, which had been sent thither for him by sea, and advanced on the town of Dubhoee, then held for the Peishwa by a garrison of about 2000 men.

As the force advanced, the English chiefs of Surat and Broach occupied the Peishwa's districts with irregular levies, and on the 18th January Dubhoee was summoned. The Brahmin commandant answered by a vaunting discharge of matchlocks which he kept up all day, only wounding one individual in the British force.

1780.

By daybreak of the 20th, a battery of three 18-pounders was ready to open within 200 yards of the town, when it was found that the enemy had

evacuated it in the night. Dubhoee was then occupied, and Mr. James Forbes, of the Civil Service, placed in charge of the new acquisition.

Futteh Sing was now prepared to negotiate in earnest; and a treaty, offensive and defensive, was signed on the 26th January at the village of Kandeela, near Dubhoee.

Its provisions were as follows:—The province north of the River Myhee, including the Peishwa's share, was to be given up to Futteh Sing, and in place thereof, he ceded his share of the districts south of the River Taptee, called the Surat Attaveesee, his share of Broach city and district, and the pergunna of Sinnore to the British Government.

The tribute payable by Futteh Sing to the Peishwa was to be withheld (at least during the war), and he was to send 3000 horse to join General Goddard's army.

The treaty was defensive against all foreign enemies, and offensive against the Peishwa.

The contracting parties were to hold sole and distinct authority over their own share of the province, independent of each other.

The treaty was signed by General Goddard, and witnessed by his Adjutant and Quartermaster General; the counterpart was signed by Futteh Sing, by his minister, Govind Gopal, and his nephew (by marriage) Rolajee Scindia: it was never formally ratified by the Governor General, but it was approved by him.

General Goddard arrived before the walls of Ahmedabad on the 10th February. The Brahmin who commanded made the usual response when a firm

resistance is intended, viz. that he was willing to surrender, but desired a little time to persuade his garrison (consisting of 6000 Arabs and Sindees, and 2000 Mahratta horse) to do so.

On the next day some of the British soldiers venturing too near the walls suffered for their temerity, and Lieutenant Colonel Parker, the second in command, was wounded. On the 12th, the breaching battery opened fire, and a practicable breach was declared the following evening.

The assault was delayed for a day, in hope that the garrison would save the city the horrors of a storm by marching out; but being disappointed in this, the storming party, composed of volunteers from the Bombay European Regiment, headed by Serjeant Rudge, was formed on the morning of the 15th, and after a short but determined struggle on the breach, which cost the defenders 300 men, the city was taken.

Ahmedabad had hardly fallen, when the approach of Mahadjee Scindia and Holkar at the head of 15,000 men (to which would be united about 7000 others, then engaged in plundering the villages about Broach,) was reported.

The escape of Ragoba had doubtless been concerted by Mahadjee Scindia, whose interests were advanced, in his opinion, by the difficulty (which would thus be increased) of effecting any reconciliation between Nana Furnaveez and the English, and he would thus become more important to both parties. After some coolness, however, between him and the ministers, Scindia had consented to oppose General Goddard in Guzerat.

The Mahratta army reached the neighbourhood of Baroda on the 29th, and General Goddard crossed the Myhee, at Wassud, at the same time. On his advancing, Scindia retired towards Pawaghur, and opened a correspondence with the General. On the 9th March he sent into camp the two hostages taken at Wurgaum, Mr. Farmer and Lieutenant Stewart, and this act of kindness was followed by the presence of an agent from Scindia, who professed his master's friendship for the English, and his disaffection to Nana Furnaveez, from whom he had, he said, experienced treachery and ingratitude.

General Goddard maintained a prudent reserve, and abstained from making proposals for an alliance. He reciprocated Scindia's friendly professions, declared that the English only wanted what they were determined to obtain, namely a peace permanent and honourable, and left to Scindia the task of proposing what he considered mutually advantageous; but feeling that his opponent wished to waste the fine season in negotiation, would consent only to a three days' suspension of hostilities.

On the 16th March Scindia made the following proposals:—That Ragoba should retire to his jagheer in Bundelkund, leaving his son, Bajee Rao, in Scindia's hands, who would take him to Poona, nominate him minister to the Peishwa, and conduct the administration for him during his minority. Beyond this he left it to the English General to propose what he considered advantageous for the interests of his own Government. Goddard rejected these proposals, and marched upon Scindia's position.

The latter having deposited his heavy baggage in the fort of Pawaghur, threw out videttes of cavalry, and allowed General Goddard to encamp on the 27th March within six miles of him, and in this position the armies remained for a week.

On the morning of the 3rd of April, General Goddard attempted to surprise the Mahrattas, but was only partially successful. Scindia took up another position, and followed the same tactics, but with greater precautions. Another attempt was made by General Goddard on the 19th April with no more success than before, but these events showing that Scindia was unable to stand before his army, raised his prestige in the country, and was favourable to English interests, so that he was able to detach troops for different services—one party under Lieutenant Welsh, of the Bengal Cavalry, was sent to Surat, where a Mahratta officer, Gunnesh Punt, was marauding. He surprised the camp on the 23rd April, and following up his success, he reduced the forts of Parnera, Bugwara, and Indergurh, near Damaun; while another detachment, under Major Forbes, routed some of Scindia's troops near Sinnore, which secured the tranquillity of the new acquisitions during the monsoon.

Scindia, finding the English too strong for him in Guzerat, returned to his own dominions, which were threatened by a Bengal force under Colonel Carnac, and General Goddard found himself free to carry the war into the Concan. He marched for Bassein on the 16th October, leaving detachments sufficient to protect Guzerat during his absence.

When the war broke out between the Bombay and Poona Governments, Mahadjee Scindia was employed against Hyder Ali. In May 1778 he was called to oppose the new enemy, and Hyder Ali speedily recovered the territory which had been taken from him, and his power now became such, that the Governor General considered a peace with the Mahrattas vitally necessary for the safety of British interests, and offered the following terms to the Poona Government, if the Peishwa would enter into an alliance offensive and defensive :—

To restore all the conquests made by the English since the 1st January 1779, with the exception of Ahmedabad, Gwalior, and Bassein; to repudiate the pretensions of Ragoba on his being assured of a pension.

If this were rejected, a simple peace to be made, each party retaining its acquisitions.

No answer having been made to these proposals, General Goddard occupied the Bhore Ghaut, in January 1781, in order to threaten Poona; but this operation was not only ineffectual but disastrous, and he, with some difficulty, made his way back to Bombay.

In preparation for this campaign, Futteh Sing had had been called upon for a contingent, and had promised to send his brother Manajee with 5000 horse. On this occasion, Captain Earle was appointed the first Resident Agent at the Guicowar's Court, but was recalled at the conclusion of the treaty of Salpee in 1782.

In the year A.D. 1781, Scindia was surprised in his camp by Colonel Carnac, and routed with great loss near Seronge, in consequence of which he made a separate peace with the British Government; and on May 17th of the following year, Mr. David Anderson concluded the treaty of Salpee with the chiefs of the Mahratta nation.

By this treaty—1*st*, the English resigned all the conquests they had made since the treaty of Poorundhur, with the exception of Salsette, Caranja, Hog-Island, and Elephanta.

2*nd*.—They resigned the country (valued at three lacs of rupees) which the Peishwa had promised to give them about Broach.

3*rd*.—They resigned the country given them by Futteh Sing Guicowar.

4*th*.—They disavowed Ragoba on his being secured a pension of Rupees 25,000 per mensem.

5*th*.—All Mahratta claims on the city of Broach were surrendered by the Poona Government.

6*th*.—Whatever territory was possessed by Futteh Sing Guicowar was to remain his "for ever on the usual footing; he was to pay the usual tribute, perform the usual service, and pay the usual obedience; but no demand was to be made on him for arrears."

7*th*.—All grants in Guzerat made by Ragoba to the English were to be restored.

8*th*.—The Peishwa engaged to make Hyder Ali restore whatever territory he had acquired from the English or their allies.

Thus, after much perturbation and oscillation, the affairs of Guzerat settled down again into their former condition. The English had gained nothing by their alliance with Ragoba, and the Guicowar, after being released from the authority of the Peishwa, and after having partaken of the spoils of the war, was obliged to relinquish the one, and again submit to the other.

CHAPTER V.

FROM THE DEATH OF FUTTEH SING GUICOWAR, TO THE TREATY WITH ANNUND RAO GUICOWAR.

FUTTEH SING remained in undisturbed exercise of the government until his death, which was caused by a fall from an upper-story of his house in 1789. He is always spoken of as a wise, moderate, and politic prince. Circumstances did not allow him to extend the possessions of his family, but he consolidated what had been already acquired, both by his negotiations abroad with the English and the Peishwa, and by his administration at home.

On his death, his younger brother, Manajee, assumed charge of the person of Syajee Rao and of the government; and though Govind Rao (who was then living in obscurity near Poona, with his sons Annund Rao and Kanoojee) presented a petition to the ministers to be allowed to assume the regency, he succeeded (by paying a large Nuzur, and promising to liquidate the arrears of tribute, amounting to 36 lacs of rupees) in securing the confirmation of his own appointment.

Mahadjee Scindia, however, espoused the cause of Govind Rao, and his influence obtained the reversal of Manajee's confirmation, on which the latter appealed to the Bombay Government for protection on the terms of the treaty concluded between General Goddard

and Futteh Sing. This was refused, as that treaty had been annulled; but it was suggested to the Poona Government that a friendly compromise should be effected: but to this Scindia and Govind Rao objected.

Manajee Guicowar retained possession of the regency until his death in August 1793, and this event was the signal for renewed domestic dissensions, which nearly caused the ruin of the family.

Govind Rao still found it difficult to obtain permission to leave Poona, nor was it granted till he had signed an agreement confirming all former stipulations and surrendering to the Peishwa his districts south of the Taptee, together with his share of the customs of Surat.

This attempt to dismember the Guicowar state was objected to by the Government of Bombay as a breach of the treaty of Salpee. Nana Furnaveez admitted the justice of the remonstrances, and the cession was forgone, and on the 19th December 1793, Govind Rao set out to assume his office.

It has been before stated that Govind Rao's two sons were residing with him near Poona. The eldest, Annund Rao, was of feeble character; the younger, Kanoojee, the son of the Rajpootree princess of Dhurrumpoor, and incapacitated by his mixed blood from succeeding to the throne, was restless, bold, and energetic.

On the death of Manajee, his mother, Guzrabaee, had despatched the news by an express messenger to Kanoojee, inviting him to hasten and assume the regency. On receipt of the letter, he started secretly with two attendants, and made his way to Dhurrumpoor. Here his mother's family aided him with a retinue,

and at Broach he was received by Scindia's agent, who supplied him with a body of Arabs; thence he proceeded to Baroda, and took on himself the control of the government.

Govind Rao had purchased Scindia's support by a gift or promise of three lacs of rupees, and an alliance between Annund Rao and Scindia's daughter. This last stipulation Govind Rao fully determined to break, as Scindia's family was not equal to his own.

On his arrival at Baroda, he found that Kanoojee was not prepared to surrender his possession without securing some advantages for himself; he sent most of the retinue to meet and welcome his father, but he retained an *elite* of 2000 Arabs and 600 Pathan horse, nor would he admit Govind Rao into the fort.

Eventually, however, Govind Rao corrupted his son's troops, who arrested their own master, and Kanoojee was thrown into prison.

It is here necessary to go back to preceding events. On the death of Dummajee Guicowar, his brother Khundey Rao had sided with Govind Rao in his contests with Futteh Sing; had aided him with men and money; had at one time driven Futteh Sing into Baroda and besieged him there; and had maintained Govind Rao in his season of defeat (at Neriad), until the advent of the Poona army enabled him to retire in safety to Poona.

Khundey Rao died in 1785, and was succeeded in his jagheer by his son, Mulhar Rao, who hailed the advent of Govind Rao to Baroda as a pledge that he would be compensated for all the money his father had spent in his cause; that he would be freed from

the annual Peishcush which Futteh Sing had exacted as a punishment for his friendship for Govind Rao; and probably that he would receive some substantial expression of gratitude: but it seems he looked upon this as a matter of course, and did not cultivate his cousin's good will by coming in person to welcome him to Baroda, though summoned to do so. This conduct not only offended Govind Rao, but induced him to suspect Mulhar Rao's ambitious projects; he therefore demanded the due payment of the Peishcush which had fallen into arrears, on which Mulhar Rao prepared for resistance.

In the meantime Kanoojee had bought over the men appointed to guard him, and made his escape in a female dress. He fled to the eastern hills, and, assembling the Bheels, began to commit depredations in the districts of Shunkhera and Bhadurpoor. On being expelled thence, he betook himself to the Satpoora hills, and hearing there that Mulhar Rao had revolted, he proceeded, *vid* Loonawara and Peetapoor, to join him at Kurree; taking, however, the precaution of obtaining the security of Bhawan Rao (Mulhar's brother) that he should not be treated with treachery.

Govind Rao had now arrayed against him the two most turbulent and warlike members of his family, and he made matters worse by a personal insult in attempting to waylay the bridegroom elect of Mulhar Rao's daughter on his way from the Deccan.

A civil war was now inevitable. Mulhar Rao invited from Joudpoor two distinguished leaders of mercenary bands, and Kanoojee enlisted great numbers of adventurers; while the army of the state was put in motion

on the other side. Sixty or seventy thousand men were in arms.

Mulhar Rao took post at Adawlej, 12 miles north of Ahmedabad, to cover Kurree, but the troops of Govind Rao having assembled at Kaliakote, moved on that town by a road which turned his right flank, and Mulhar retreated in haste to place himself under the guns of his fort. On the arrival of the enemy's army at Kand, two miles distant, Mulhar Rao drove it back to Kullole; again it advanced, and was again repulsed, losing the royal standard, and saving its guns with difficulty. Although discouraged, the commander took up a third position, and threw up a battery of eight guns. This, however, was silenced by two heavy pieces of ordnance worked under the eye of a Frenchman in Mulhar Rao's service, and Mulhar Rao's horse charged and drove the enemy back a third time.

Force failing, recourse was had to craft. In these conflicts Kanoojee had principally distinguished himself, and Mulhar Rao's jealousy was excited. Acting on this, a letter was adroitly thrown in Mulhar Rao's way, addressed, in Kanoojee's name, to the commander of the royal army. The ruse was successful: Kanoojee and Mulhar Rao quarrelled, and Kanoojee separated himself; wandered about Guzerat and Malwa for a time; returned to his old haunts in the Satpoora hills; was sought out by emissaries from Baroda, decoyed thither under fair promises of liberal treatment, and thrown into prison.

Mulhar Rao's mercenary allies had not joined him when these events took place. They had received some

money in advance, but on arriving at Pahlunpoor, they demanded, in the true mercenary spirit, a further supply, which Mulhar Rao directed them to provide themselves with by putting the unfortunate town of Sidpoor under contribution.

They were on their way thither for that purpose; but Govind Punt Mama, commander of the royal troops, hearing that they had entered the province; marched with a large body of horse to intercept them; made them believe that they were Mulhar's troops come out to meet them; attacked and dispersed them.

Mulhar Rao, finding himself deprived of the aid of his allies, sent agents to sue for peace, which was granted on the following terms in the year 1794:—

> Mulhar Rao was allowed to retain Kurree, Dehgaum, and Kupperwunje; to pay down 50,000 Rupees and five lacs in five instalments; to submit to a Peishcush of one lac and 15,000 rupees per annum; and to proceed in person to Baroda to pay homage to Govind Rao.

Mulhar Rao remained faithful to these terms for several years, and when hostilities broke out between Govind Rao and Aba Shelookur, the Peishwa's lieutenant in the province, he brought his own contingent to his cousin's forces, besieging Ahmedabad.

When Bajee Rao Peishwa succeeded his cousin, Mahadeo Rao Narayen, one of his first acts was to appoint his younger brother, Chimnajee Appa, to the management of the state domains in Guzerat. Chimnajee, being too young to proceed to Guzerat himself, Nana Furnaveez was able to nominate one of his own supporters, Aba Shelookur, to the *ad interim* appoint-

ment. The Peishwa, to gratify his own malice, incited Govind Rao to quarrel with the new deputy, who had given offence by interfering with the Guicowar's domains. Hostilities broke out between them, which were carried on at first by Aba Shelookur with vigour, but eventually he was driven into and besieged in Ahmedabad and taken prisoner, on which the Peishwa granted to Govind Rao a farm of the districts belonging to the crown for five years, in consideration of an annual payment of five lacs of rupees.

Govind Rao had therefore apparently much cause for exultation. He had been victorious over his cousin Mulhar Rao; he had eliminated the Peishwa from the province by acquiring on good terms a farm of his share therein: but before the agreement was formally concluded, Govind Rao died (September 1800), and the hollowness of his prosperity was soon made apparent.

In A.D. 1799, Governor Duncan had gone to Surat to arrange the affairs of that place on the death of the Nuwab. The English now being the principal authority in the city, it was desirable to get rid of the Guicowar's interests there, and Mr. Duncan applied for a gift of the Chouth from the Guicowar. Govind Rao readily assented, and was willing to add the district adjacent to the city if the Peishwa's consent could be obtained. Having done this, he asked for aid against Aba Shelookur, which was evaded. When, therefore, Aba Shelookur had been coerced without aid, the Guicowar seemed to be in no haste to complete the cession, and as the Peishwa also raised some objection, the affair was delayed.

One of the earliest consequences of Govind Rao's death was that his natural son Kanoojee emerged from confinement; was consulted by his easy, feeble, elder brother, Annund Rao, and in no short time took possession of all the power of the state, which he exercised with great arrogance towards the old servants and officers as well as his own brother. So far did his indiscretion carry him, that he alarmed the Arab chiefs of the soldiery for their own interests; a general conspiracy was formed against him, his house was surrounded at night, he was taken prisoner and carried before his brother.

Annund Rao, who had been kept by Kanoojee under a rigorous surveillance little short of imprisonment, reviled him in bitter terms, and took his sword from him with his own hands. Kanoojee was then imprisoned in the fort of Ranapoor, on the Nerbudda.

During these events, Mulhar Rao had corresponded with Annund Rao's minister, Rowjee Appajee, approved of the measures taken with Kanoojee, and besought Rowjee's assistance in obtaining some remission of the arrears still due by him to the state; but finding that this was not to be expected, he opened communications with other discontented members of the Guicowar's family. Moreover, Gujrabye, formerly mentioned as being one of the ladies of the family favourable to Kanoojee, fled to Surat, where she was hospitably received by the English, and whence she kept up a communication with Mulhar Rao, and disturbed the government of Baroda.

But the most serious feature of these complications was the ascendency which the Arab soldiery had

attained. All the places of strength in the country were in their hands; their numbers were great; their expense enormous; they held all the gates of the fort of Baroda; they had the person of the sovereign in their hands; and they claimed arrears to the amount of 25 lacs of rupees from the state.

Such was the fruit of the domestic quarrels which had agitated the state since the death of Dummajee Guicowar.

Thus beset and menaced on every side, the minister of Annund Rao had no difficulty in persuading his master, who dreaded all these parties even more than Rowjee Appajee himself, to throw himself into the arms of the Bombay Government for protection, and overtures were made to that effect.

The opportunity was tempting; but Governor Duncan was not only unwilling to act boldly on his own responsibility, but he was honourably desirous that British intervention should not be abused to subserve the objects of vengeance which Annund Rao's minister might entertain towards the opponents of his administration. He had received no instructions from the Supreme Government how to act in such an emergency, and he was not fully informed on the relations of the several branches of the Guicowar's family towards each other, nor of the character and genuine sentiments of Annund Rao Guicowar.

However, Mr. Duncan resolved (on receiving the formal application of the Guicowar's Government for assistance) to send such a force as would, in conjunction with the Guicowar's army, suffice to put down Mulhar Rao's rebellion, if that chief were not previously brought to terms by negotiation.

While the force was embarked for Cambay, Major Alexander Walker, the officer who was to command it, was instructed to proceed in the first place to Baroda, and make himself thoroughly acquainted with the state of parties there and of the real causes of the existing disturbances.

Major Walker arrived at Baroda on the 29th January 1802, and left it on the 8th February for Cambay, having satisfied himself that Annund Rao was a weak man, though not unamiable; that he was quite in the custody of his Arab troops; that he and his minister, Rowjee Appajee, had good cause to court the good will and alliance of the British Government; and that they looked with confidence to it alone to rescue the state from its precarious situation, and were prepared to be guided by its wishes.

The force, consisting of about 1600 men, advanced to Ahmedabad, where it united with the Guicowar's troops under Babajee, the brother of the minister; it then moved towards Kurree, as Mulhar Rao, though always corresponding, had made no submission. On the 12th March, Mulhar Rao met Major Walker at a conference, evincing, however, insincerity and distrust. A similar conference took place the next day, and on the 16th the force encamped at Boodasun, three miles distant from Kurree. Mulhar Rao still making tenders of submission, Major Walker sent Captain Williams and his native secretary, Soonderjee, to confer with him. Shortly after their departure, two guns were fired at the allies from Mulhar Rao's artillery, and Major Walker at once moved out to attack the enemy. His Guicowar allies seconded him

so ill, that after some severe loss the British troops were obliged to return to their own position; in the meanwhile, Captain Williams and Soonderjee were taken prisoners by Mulhar Rao.

Hostilities were now suspended, and negotiations resumed, until the arrival of Sir. W. Clarke with reinforcements, which raised the British force to —— men. Finding Mulhar Rao unreasonable in his demands, the attack was made at daybreak on the 30th April, and the enemy entirely defeated.

Mulhar Rao surrendered himself shortly after, and waited on Governor Duncan at Cambay, where it was arranged that he should reside at Neriad, part of the revenues of which district was assigned for his support, to the amount of one lac and 25,000 rupees.

The tranquillity of the country having been threatened by Gunput Rao, a descendant of Peelajee Guicowar, who enjoyed the jagheers of Sunkheera and Bhadurpoor, and by Morar Rao, a natural son of the late Guicowar, a detachment of British troops was sent against them. The fort of Sunkheera was reduced, but Gunput Rao and Morar Rao escaped to Dhar, where they found an asylum with the Powar family.

In the meanwhile a meeting having taken place at Cambay between Governor Duncan and the minister, Rowjee Appajee, who held full powers from his master, a *convention* was signed on the 17th March 1802 (the day on which the undecisive action was fought at Kurree between Major Walker and Mulhar Rao), which provided, *first* for the payment of all expenses incurred, or to be incurred, on account of the military intervention, the Guicowar's share of the Attaveesee

being mortgaged for the amount; *second*, for the maintenance of a subsidiary force of 2000 sepoys, a company of European artillery, with proportion of lascars, for the payment of which a cession of territory was to be made when the war should be concluded; *third*, for the aid of the English in reducing the number of the Arab troops in the Guicowar's service.

On the 6th June, after the submission of Mulhar Rao, the stipulations of the convention were embodied in a formal treaty, and, in addition, Annund Rao Guicowar ceded, as a spontaneous mark of his gratitude, the pergunna of Chicklee in full sovereignty. The British Government promised its protection and countenance to the Guicowar "in all public concerns according to justice, and, as it may appear to be, for the good of the country," respecting which, on the other hand, the Guicowar was "to listen to advice." Agents were to be reciprocally appointed to reside with each of the contracting parties, and criminals were to be reciprocally surrendered, but no frivolous charges were to be preferred.

Two days after the conclusion of the treaty, Governor Duncan entered into the following secret compact with Rowjee Appajee, the prime minister:—

"It is the intention of the Government of Bombay that the Deewanship of Rowjee Appajee, in the Sirkar of Baroda, shall be permanent; and that his son, brothers, nephews, relations, and friends, shall be duly protected and supported by the Honorable Company in their just rights, and if the Guicowar Senakaskel Shumshere Bahadoor, or anybody else, should unreason-

ably treat them ill, or offer any undue molestation, the Company will protect them by interfering in their behalf."

At the same time Rowjee Appajee received from Governor Duncan the valuable village of Bhata, in the Chowrasee Pergunna, near Surat, in hereditary jagheer.

On the same day (8th June 1802) Major Alexander Walker received his credentials as British Resident at Baroda, in a letter addressed by Governor Duncan to Annund Rao Guicowar, and accompanied by two horses, a pair of Europe pistols, and a bale of broad cloth, as a present to that prince.

Major Walker's instructions were to conciliate the members of the Guicowar family with their head, and to assist in the reduction of the Arab force, which at the time (including some Sindians and other mercenaries) cost the Government three lacs of rupees per mensem, and to whom twenty lacs of rupees were due. Two-thirds of these troops were to be disbanded as soon as it could be done with safety.

CHAPTER VI.

FROM THE FIRST TREATY WITH ANNUND RAO GUICOWAR, TO THE SECOND TREATY, FROM A.D. 1802 TO 1805.

WHILE these events were passing in Guzerat, a conflict was in progress in the Deccan between Scindia and Holkar. The object of the rivals was the custody of the person of the Peishwa Bajee Rao, involving the supreme control of the Mahratta empire. In October 1802 this struggle was decided in an action fought near Poona, in which Yeshwunt Rao Holkar defeated the united armies of Scindia and Bajee Rao.

A.D. 1802.

The Peishwa, who had personal cause to dread the predominance of Holkar, fled to seek protection from the English, and the result was the "Treaty of Bassein," concluded on the 31st December 1802, by which Bajee Rao sacrificed the independence of the empire for his own personal security.

By the 10th article of this treaty, the Peishwa resigned all the Mahratta claims on the city of Surat, as well as certain rights in the Pergunnas of Chowrassee and Chicklee, for a compensation. This, with the cession by the Guicowar, left the English sole masters of these districts.

The Peishwa also bound himself not to commit any act of personal hostility against any of the principal branches of the Mahratta empire, and to agree to any adjustment of his disputes with any of them which the English might consider right and proper.

By the 14th article he confirmed the treaty which the English had lately concluded with Annund Rao Guicowar, which he was assured had been meditated and executed without any intention of infringing any of the just rights or claims of the Poona Government; he also submitted his claims for arrears of revenue from the Guicowar State to the arbitration of the English; he also agreed to subsidise a British force, and made the following cessions out of his share of Guzerat for its payment:—

	Rupees		Rupees
Dundooka, with Choora, Ranapoor & Gogo.	1,05,000	Dhurrumpore.....	9,000
Cambay (tribute) ..	60,000	Surat	42,100
Parnera	27,000	Customs.....	83,000
Bootsur	6,200	Oolpar	3,16,000
Buwany	8,800	Hansote.....	85,000
Bulsar.....	85,000	Uccleseer	78,000
Parchole.....	1,07,000	Nundary.....	65,000
Soopa.....	51,000	Nakabundy of Chowrassee and Chicklee.	20,000
Surbhan.....	30,000	Phoolpara, Hoomaria, Kuttargaum	5,000
Walore	30,000		
Bamsoo Kusba	7,900		
Bansda (tribute)....	7,000	Rs..	12,28,000

The Honorable Court of Directors, when informed of the earlier proceedings of Mr. Duncan in acquiring from the Guicowar his share of the Chouth of Surat and the Chowrassee, remarked that "however desirable it might have been to obtain a territory contiguous

to Surat, it ought not to have been accepted at the risk of incurring the imputation of a breach of faith, and the consequent resentment of the Peishwa, with whom we were reciprocally bound to preserve the integrity of the Baroda state, and with whom our interference had at a former period been successful in preventing the execution of a similar project on *his* part." The Court, however, did not carry its disapprobation to any practical results. The treaty of Bassein enabled it to add,—"We have, however, the satisfaction to observe, by the 14th article, that the Peishwa has formally recognised the treaty with Annund Rao Guicowar, otherwise we should have thought it incumbent on us to desire that the beforementioned cessions be restored to the Guicowar Government."

It was considered advisable, in the face of the difficulty of suppressing the Arab force in the service of Annund Rao, to obtain from him another written agreement, which not only ratified the preceding convention and treaty, but renewed the acceptance of a subsidiary force; recited the intention of the Bombay Government to assist him with a loan to enable him to pay off and discharge a part of the Arab force; engaged him to effect that reduction within a specified time; enabled Major Walker to see that the reduction was real; pledged the aid of the English in effecting it; secured the re-payment of the loan with interest; and renewed the obligation on the English to protect Rowjee Appajee, his son and brother, his nephews and relations, as well as Madheo Rao Tatia Mujmoodar, even against Annund Rao himself and his successors.

Major Walker now anxiously set himself to the task of reducing the number of the Arabs; but they, seeing their danger, advanced extravagant claims for arrears, made the Guicowar a prisoner in his own palace, and allowed Kanoojee to escape. Mulhar Rao at the same time escaped from Neriad, and fled to Kattywar, where he assumed the *rôle* of a freebooter.

The contumacious conduct of the Arabs had been foreseen. Annund Rao had, in the agreement above-mentioned, made this formal announcement—

"I am sensible that there are many evil-disposed persons among the Arabs who, disregarding my legal authority, have plotted against my liberty, and even my life. By the favour of God they have been defeated; but should their wicked machinations at any time hereafter succeed, I shall expect the English to release me, and desire that any acts and deeds, although executed by me in the usual form while in that state of restraint, may be considered of no validity. I desire therefore that my subjects will pay no attention to my orders in this situation, but hear what Major Walker has to say, strictly following his directions, and assisting him in every measure that he may desire and direct for restoring my person to freedom. Whoever, in short, shall either bring Kanoojee into the management of affairs, or shut me up in the fort of Baroda, is a rebel: thus, therefore, I order all the faithful officers of Government, Silledars, Sebundy, and others, on any of the foregoing events occurring, to obey Major Walker's orders."

It was now necessary to recall a European regiment to Baroda. On its arrival, the fort was invested by Colonel Woodington. After a siege of ten days, during which the Arabs (fighting under cover) had killed and wounded a number of their assailants, a breach was made practicable, and the garrison capitulated on the terms of receiving what arrears were justly due to them, and quitting the country. The arrears amounted to 17½ lacs, on receiving which they mostly adhered honourably to their terms; but some, especially Jemedar Abood, joined Kanoojee, who had been hanging about the vicinity during the siege with a body of followers, with which he had on one occasion defeated a detachment of Babajee's troops.

28th December 1802.

Five days after the surrender of Baroda, Major Holmes was sent in pursuit of Kanoojee. He chased him up and down for some time, and on the 6th February 1803 found him strongly posted near Sowlee. An action ensued, and the Arabs were defeated. The English loss was, however, very considerable, 100 men and 5 officers being killed and wounded.

1803.

Kanoojee remained in Guzerat about one month after this, but Major Holmes again dispersed his force near Kupperwunj, on which he fled to Oojein.

It is now time to return to Mulhar Rao, and to trace his downfall in some detail. As connected therewith, we have to relate the early career of an individual who subsequently influenced the Guicowar state in a considerable degree.

Among the relations of Rowjee Appajee was one Bulwunt Rao Cashee, who had charge of the treasury. To him from the Deccan came his sister's son, Wittul Rao Dewajee, to push his fortunes. He was first employed in his uncle's office, and thence transferred to the Pagah and purveyance department.

After five years, Bulwunt Rao obtained the office of Mamlutdar of Beejapoor, and appointed his nephew his local deputy. This charge Wittul Rao held with much credit for two years, acquiring considerable influence with the many petty landowners and chiefs in the neighbourhood.

On the second rebellion of Mulhar Rao, when he forcibly occupied the districts of Beejapoor and Beesnuggur, Wittul Rao accompanied the Guicowar commander, Babajee, in his operations against him, and was detached from Ahmedabad with a small force to recover Beejapoor, which he did in great measure by the assistance of the petty chiefs, whose good will he had previously acquired.

This success encouraged Wittul Rao to attempt Beesnuggur, which he also recovered, and he was distinguished in this service by his personal gallantry in charging at the head of his own cavalry, and routing the Pagah of Mulhar Rao, as well as that of Crishna Rao Deshmook, an officer of rank, who had lately deserted.

After the occupation of Kurree, Wittul Rao was detached against Shewram Jugdesh, one of Mulhar Row's adherents (who infested the country about Putton), and performed the service assigned to him in a creditable manner.

In 1802 he succeeded in the delicate task of ejecting from Burnuggur and Beesnuggur the mutinous Arab soldiery which had occupied those places, and he was in consequence appointed Mamlutdar of the latter district.

In 1803 Wittul Rao accompanied Babajee and the force which was sent to collect the Kattywar tribute, and to pursue Mulhar Rao, who was then at Drangdra with a miscellaneous force of Katties, Jats, and other tribes. Wittul Rao attacked them with 600 horse, and dispersed them. The rebels, however, being joined by Muckoond Rao, an illegitimate son of Govind Rao, and aided by the Kusbattees of Amrolee, took possession of that town, which was the centre of the Guicowar power in the peninsula.

Wittul Rao was again detached with 1000 horse. He attacked and drove Mulhar Rao out rapidly; pursued him to Koondúleh, were, in another action, he exhibited distinguished bravery. Thence he followed the fugitive Mulhar Rao and his son into the intricate and difficult country near Paulitana, where, discovering their place of retreat, he came upon them, and after a sharp struggle, he made them both prisoners.

During the year A.D. 1803 endeavours were made in various directions to prepare the way for improvement in the administration of affairs, and agents were deputed by Major Walker to obtain information of the state of the country.

The mode of exacting tribute from the chiefs and zemindars of Guzerat by a Moolukgeeree force, had attracted the attention of the Governor General in

1802 ; and Governor Duncan, on the 1st April 1803, instructed the Resident to take the question into consideration, more particularly as connected with the province of Kattywar, pointing out the great advantage to the tributaries of a cheerful and regular payment of their stipulated tribute, and *that only*, thereby saving themselves from the consequences of the march of the Mahratta armies, both of the Peishwa and Guicowar, through their countries.

Major Walker did not find the Guicowar authorities very willing to accede to this proposition. Babajee, the general of the Moolukgeeree force then in progress through Kattywar, would have been very willing to obtain the aid of a part of the subsidiary force, as the presence of Mulhar Rao and Muckoond Rao with their tumultuary levies in the province very much impeded the collection of the tribute; but he and his brother, Rowjee Appajee, the minister, remarked that it was a point of honour with the tributaries not to pay until a powerful force appeared in their neighbourhood, and they were unable to see how such people could be induced by conciliation to pay cheerfully what at present they never paid, except under compulsion.

Major Walker, however, deputed an agent, Shaikh Moolvee Mahomed Ali, with letters to the principal Kattywar chiefs, with proposals to this effect, and thereby made known to them (if he did no more) the benevolent intentions of the English.

Early in A.D. 1803, Captain Seton was deputed in the armed vessel *Ternate* to visit Dwarka, and to endeavour to obtain from the private chiefs of

Okamundul (against whom some ineffectual operations had been attempted by a vessel of the Royal Navy) compensation for three or four lacs of rupees for injuries done to merchant vessels under the British flag.

Captain Seton proceeded to Mandavie, in Cutch, where he found the Rao desirous of co-operating in the subjugation of the Okamundul pirates, and of being entrusted with the subsequent control of the country and the custody of the religious places in Beyt and Dwarka; but the exigencies of the public service did not admit of any force being sent from Bombay.

In this year, with a view to the removal of separate and conflicting jurisdictions, Governor Duncan moved Colonel Close, the Resident at Poona, to obtain for the Guicowar the permanent lease of Ahmedabad from the Peishwa's government.

During a part of this year apprehensions were entertained of an irruption into Guzerat of Holkar's army, and the British troops were kept on the alert.

Futteh Sing, the Guicowar's younger brother, who had resided for some time at Poona, returned to Baroda. He had been for some time a prisoner in the hands of a large body of Pathan soldiery, and the Guicowar was obliged to pay a considerable sum for his release.

On the 22nd March 1803, Major Walker informed the Government of Bombay, that "as an unequivocal instance of the Dewan's confidence and friendship, he has agreed to cede in Enam to the Company the fort and territory of Kaira," and a Sunnud to that effect was signed by Annund Rao Guicowar on the 3rd May.

On the 23rd May the minister, Rowjee Appajee, adopted his nephew, Seetaram, as his heir, on which the Resident apprised the officer commanding at Baroda that Seetaram would be entitled to the compliment of " rested arms and one ruffle."

Rowjee Appajee died on the 18th July 1803, having lived long enough to be the instrument of a most momentous change in the destinies of Guzerat.

His services to the British Government amounted to this, that he placed in its hands the virtual sovereignty of a magnificent province. His services to his master were, that he released him from perils far too great to have been surmounted by his feeble energies. His services to the state required time for their full development; to the bold and ambitious of his countrymen, he must have seemed little short of a traitor, but a calm and candid judgment, combined with some degree of foresight, would have discerned that his entire dependence on the characters of Governor Duncan and of Major Walker, as types of the generosity and honesty of the English nation, and his unreserved subordinate co-operation in the conduct of affairs with them, as well as the liberality and largeness of mind with which he compensated the great services rendered by them to the State, of which he was more than the mere minister, did, in reality, secure for all time to come, that sense of the firmness and freeness of the alliance between the English and the Guicowar family, which has rendered it so durable, that no serious apprehension of a breach therein has been possible.

At the same time the comprehensive guarantee given by Governor Duncan to Rowjee Appajee's

family, relations, friends, and dependents, was unwise, and entailed much subsequent vexation and trouble on both the allied powers.

On the 6th August 1803, the following letter was addressed by the Honorable Major General Wellesley to the officer commanding the troops in the territories of Annund Rao Guicowar:—

"Sir,—Upon the receipt of this letter, you will be so kind as to commence your operations against Dowlut Rao Scindia's fort of Broach.

"You will be so kind as not to suffer these operations to be interrupted by any negotiations whatever.

"You will send the Governor of Bombay a copy of the report, which you will transmit to me, of the means which you will have adopted in consequence of this order."

Broach was stormed by the British troops on the 29th August, and the hill fortress of Powanghur was obtained by capitulation on the 17th September. The former remained in the possession of the Company, but the latter, with the dependent districts, were restored to Scindia on the peace which was completed by the treaty of the 30th December 1803.

The disbandment of the Arabs had left the Guicowar government unprovided with an effective military force, in consequence of which the British troops had been harassed in the defence of the Guicowar territory, and an addition to its strength had become necessary. This had been admitted by Rowjee Appajee before his death, and it had been arranged to increase it.

At the close of the year 1803 much had been effected for the tranquillity of the country. The rebellion of

Mulhar Rao and Muckoond Rao Guicowar had been almost suppressed; the Arabs had been removed in great measure from the country; Annund Rao's younger brother, Futteh Sing, had returned to reside peaceably at Baroda; order was being restored in the districts ceded to the British Government; Scindia's interest in Guzerat had been suppressed, and a column of British and Guicowar troops had advanced towards the theatre of war in Central India and Hindoostan.

Kanoojee Rao, though expelled from the province, still maintained a haughty and threatening attitude on the eastern frontier. This member of the Guicowar family felt himself equal to the task of government, and he burned with indignation at the sight of a British resident ruling, as it were, jointly with an usurping and traitorous minister, over the dominions of his ancestors. In a communication to Colonel Murray, commanding the forces in Guzerat, who had written to counsel submission and amity with the British Government, he replied in the following terms:—

"You say that I should make friendship with the English; that I cannot expect assistance from the Mahratta chiefs, who are unable to protect their own territories; and lastly, that Futteh Sing has come quietly to Baroda.

"As to making friendship with the English, if you (the English), acting as the faithful servants of the Guicowar state, will perform the services I shall prescribe, we shall be most perfect friends. What does opposition avail you? If you were to understand this, and bear me that good will which the world would approve, and put those who have

rebelled against me (Rowjee Appajee and others) into my hands, all enmity would cease.

" You write to me, for the purpose of disheartening me, that my younger brother, Futteh Sing, has come to Baroda; he is of my own kin, and if he conducts the affairs of government, it will not distress me."

Kanoojee's enterprizing character was also shown by his proposing as an alternative that he should be allowed to conquer, for his own behoof, the province of Kattywar, which was in great measure independent; and when that was rejected, he suggested that with the aid of some British troops, he should be allowed to invade Sind, to which country the ambition of the Peishwa and of Dummajee Guicowar had pointed many years before. All these proposals were rejected.

The views and policy of Governor Duncan were expressed in a letter to Kanoojee's Vakeel in the following terms:—

" It had always been my desire to see a suitable provision made for all the sons of Raja Govind Rao Guicowar now in paradise, in which view I fruitlessly sent, on my first proceeding to Surat, to Morar Rao, intending to have procured a suitable monthly allowance for him and for Muckoond Rao, whose family is still maintained by the Honorable Company at Surat. Notwithstanding that, for these two years past he has been (to little account indeed) in arms against us, and on the same principle I would have been solicitous to provide for Kanoojee, whose confidential servant, Gunnesh Venayek, and relation, Gujrabace, are at this

moment honourably entertained at the charge of the British Government."

But neither Kanoojee nor, indeed, many others could read the signs of the times.

There now came up again the question of the Kattywar Moolukgeeree. Governor Duncan had obtained from the Supreme Government permission to send 1000 infantry and four guns to accompany Babajee's army into that province, but the war with Scindia, and the disturbances at Poona, had prevented this measure.

In 1804, however, peace having been declared with Scindia, Governor Duncan applied to General Arthur Wellesley, being the General in command of the troops, to ascertain his sentiments on the subject; and in doing so, informed him that "Babajee has, without our aid, proved unexpectedly able to conduct, with a certain degree of success, the principal or Kattywar branch of this service, making prisoners also in his progress Mulhar Rao and his son, who were marauding in the same country, nor has he met with any serious check till his late approach to the fortress of the Nawab of Joonaghur. * * *

"The extent of our interests in taking part in a Moolukgeeree expedition through Kattywar may be viewed as comprehending the following objects:—

First.—We shall, by joining Babajee with a controlling force, check and diminish (by a process the more easy and unobjectionable, as it is of his own seeking,) the power of that officer (the brother of the late Dewan Raoba), who, from being thus alone in command of the most numerous part of the Guicowar army, may otherwise become more

powerful than can be, under any point of view, desirable; whilst he has, on the other hand, repeatedly promised to disband all his new levies of men as soon as he shall have been joined by any part of the subsidised British contingent.

Second.—We shall see that the Moolukgeeree funds are not misapplied.

Third.—We shall secure the payment of our own Wurrats, or assignments, on these Moolukgeeree collections.

Fourth.—We may, if you please, obtain some possessions in Kattywar; such, for instance, as Porebundur, a port on its western limits, against the Raja of which we have just cause of complaint for having seized on all the shipwrecked property of the Persian Ambassador; or we may limit our operations to enforcing redress for that seizure, of which that no other means will prove effectual has been rendered abundantly apparent by the failure of the repeated applications hitherto made to that chieftain; to which may be added that he has already been detected in courting several years ago a correspondence with the Government of the Isle of France; nor can we effectually shut out the influence of that nation from this coast of the peninsula of Kattywar, extending from Diu to Jughat, unless we are in possession of one harbour at least within the range of it.

Fifth.—We shall be able to improve the Moolukgeeree system, so as to answer better the objects of humanity and the interests of the Guicowar and Peishwa's governments.

Sixth.—The beneficial interest we may thence derive must favour the views of the British Government in India in regard to the adjoining territory of Cutch."

Major Walker submitted at the same time a plan for the regulation of Kattywar, as follows:—

"To make a fair proposition to the states of Kattywar to enter into amicable arrangements for the payment of their tribute. Such of them as should agree to this, and produce good security to pay regularly, will receive protection and be particularly cherished; whoever shall not agree, to be chastised by the joint forces of the Company and the Guicowar; conciliatory measures in all cases to precede those of force.

"The Joonaghur Nawab has committed offences against the Company's as well as the Guicowar's Government—at present, by entering into hostilities with Babajee, and formerly by plundering the Company's wheat, and the properties of their merchants; he should be first attacked. In case of hostilities, the Company to possess three-fourths of the property found in forts captured, and all conquered territory to be divided between the two parties, the Company having all on the sea-coast, and the Guicowar that in the interior."

The gross revenue of all the tributaries throughout Guzerat was calculated at 68 lacs of rupees, and the Peishwa and Guicowar's tribute at 11 lacs.

The Katty Chiefs had already sought the Company's protection, in order to screen themselves from the violence and oppression of the more powerful chiefs,

and to settle the amount of their tributes at their original rates, which were smaller than had been latterly demanded.

The account of the arrangements effected by Colonel Walker in Kattywar will be found in the chronicle of a future year.

The state of the Guicowar finances was carefully inquired into by the Resident, and the result was that, taking the account from a period previous to the cessions to the Company, the revenue was estimated at 64 lacs of rupees, including the confiscated possessions of Mulhar Rao and other rebels; and of this the following distribution was made—

	Rs.
For liquidation of guaranteed debt	17,00,000
Civil establishments	2,71,000
Guicowar family and stipends	4,23,000
Subsidiary Force.	
Infantry, 3,000 men	2,68,000
Additional, 1,000 men	96,000
Cavalry, one regiment	3,00,000
Paga Horse, 1,500 men	5,40,000
Silledar, 2,500 men	6,54,000
Sirdars	1,63,850
Revenue charges	1,50,000
Subsidies to the Company	11,70,000
Enams	2,50,000
Total.. Rs.	60,05,850

Besides the guaranteed debt, 74 lacs of rupees were due to the troops, &c.

On the 2nd October 1804, the Peishwa complied with the request of the Guicowar to the extent of giving

a lease of his share of Guzerat for ten years, at 4½ lacs per annum to the Guicowar government, in the name of Bhugwunt Rao Guicowar.

On the 21st April 1805, a definitive treaty was concluded between the British and Guicowar governments, in the preamble of which were recited the preceding agreements of the 15th March 1802, 6th June 1802, and 29th July 1802, which were to be consolidated into one treaty, the terms of which were (according to a written request by the minister (Rowjee Appajee) to be drawn up in terms consonant to the treaty of Bassein entered into with the Peishwa.

By the first article, all the stipulations of the four preceding conventions were confirmed and made binding for ever.

By the second, an offensive as well as defensive alliance was contracted.

By the third, a subsidiary force of 3,000 regular Native infantry, one company of European artillery, and two companies of gun lascars, was to be stationed in the Guicowar territory, and to be supplied with the necessary military equipments.

By the fourth, the subsidiary force was at all times to be ready to execute services of importance, such as the protection of the Guicowar's person, the chastisement of rebels, and a part of it was, when the English government thought such a measure necessary, to proceed to Kattywar.

By the fifth, the Guicowar ceded in perpetual sovereignty to the Honorable Company the territories as

follows, in payment of the whole expense of the subsidiary force :—

	Rupees
The Pergunna of Dholka	4,50,000
Do. Neriad	1,75,000
Do. Beejapoor	1,30,000
Do. Mahtur	1,30,000
Do. Mahoonda	1,10,000
The Suppa of Kurree	25,000
The Kim Kuthodra	50,000
Wurrat on Kattywar	1,00,000
	Rs. 11,70,000

By Article 6, the previous gifts of Chowrassee Chicklee, Surat Chouth, and Kaira, were confirmed to the Honorable Company in perpetual sovereignty.

By Article 7, the following assignments were made for the payment of advance of money by the Honorable Company, or by bankers under its guarantee :—

	Rupees
Pergunna of Baroda	6,00,000
Do. Pitland	3,00,000
Do. Korul	25,000
Do. Kurree	1,50,000
Do. Rajpeepla	45,000
Do. Ahmedabad	1,00,000
The Customs of Baroda	75,000
	Rs. 12,95,000

The advances for the first Loan were	Rs.	23,25,447	3 96
Do. second Loan	„	18,13,284	2 66
Total	Rs.	41,38,732	2 62

By Article 8, articles for the use of the subsidiary force were exempted from duty, and articles for the private use of the Guicowar, his family, and his minister were to be purchased in Bombay or Surat, and sent thence free of duties.

By Article 9, the Guicowar engaged not to take in his service any European or American, nor any Native subject of the Honorable Company, without consent; and on the other, the latter agreed to do the same as regarded Guicowar servants, dependants, or slaves.

By Article 10, the Guicowar promised to aggress on no power whatever, and to submit his disputes with such to the Honorable Company.

By Article 11, he submitted his unfinished pecuniary transactions with the Peishwa to the adjustment of the Honorable Company.

By Article 12, it was arranged that in case of foreign war, the subsidiary force should be put in motion with the reserve of one battalion to remain near the Guicowar, and the Guicowar troops should also move to the frontier of Guzerat.

By Article 13, a pension was promised for Kannoojee should he submit himself.

By Article 14, the Guicowar engaged to supply such quantities of grain and bullock-carriage as his territory could supply; to attend the subsidiary force when it took the field, the British Government defraying the expense thereof.

By Article 15, the Guicowar consented that the subsidiary force might be used to quell disturbances in the British districts, and in case of its being inconvenient in the event of disturbances in parts of Guicowar districts to send the subsidiary there, some other portion of the British troops should be sent.

By Article 16, pecuniary defaulters and refugees, against whom either Government had just claims, were to be mutually surrendered.

By Article 17, a commercial treaty was promised.

CHAPTER VII.

COLONEL WALKER'S SETTLEMENT OF KATTYWAR IN A.D. 1807.

EARLY in the year 1807 it became apparent that Seetaram, the adopted heir (and successor in the Dewanship) of Rowjee Appajee, was incompetent to sustain the office of minister. He proved himself not only feeble, but ill-disposed to carry out the financial reforms so vitally necessary for the welfare of the State. On being pressed by Major Walker to do that which his sovereign had bound himself to do, he had had recourse to his uncle Babajee in the preceding July, admitting his own deficiencies, and entreating him to supply them from his own vigour and experience, and to come to Baroda for that purpose. The Maharaja also invited Babajee, and as the affairs of the Mooluk-geeree service in Kattywar admitted of his temporary absence, Major Walker joined in the invitation.

But Babajee's arrival, and the honours with which he was received, aroused the jealousy of Seetaram, who absented himself from the deliberations of the durbar, and threw obstacles in the way of forming the cabinet which was resolved on for the constitutional administration of affairs, and for which a precedent existed in the forms of the Guicowar system of government.

Nevertheless, the cabinet was formed by degrees; first Babajee was installed in an office, the duty of which was the preparation of public documents founded on the minutes of the minister, and sanctioned by the seal of the sovereign; and subsequently (when the feebleness and vacillation of Annund Rao had shown the necessity of the measure) Futteh Sing Guicowar, the heir presumptive, was introduced, and after his formal installation by his brother, the investigation and arrangement of the finances were vigorously carried on.

Seetaram (who it soon appeared had squandered and misapplied the revenues without even the formality of his sovereign's consent) put into practice all the artifices of a weak and short-sighted man to disturb these arrangements. He sent his brother on an embassy to Mr. Duncan; he procured from the imbecile Annund Rao a secret letter to the Governor denouncing the very proceedings in which he had been an open and apparently willing party; and, uniting with profligate and mean adventurers, entrapped Annund Rao under false pretences into visiting his house in a suspicious manner, in order to promulgate a notion that the sovereign was really, though secretly, opposed to the Cabinet.

These intrigues however, were firmly, yet gently, foiled; the cabinet was assembled, and such progress made in the reforms that Major Walker was able, in the month of June, to leave Baroda for the scene of his beneficent labours in Kattywar.

Previous to his departure, the Peishwa was gratified by the liberation of Aba Shelookur, who had been taken

prisoner by the Guicowar as previously related, the ex-Soobah being surrendered to the British Government, in order that due precautions might be taken against his again disturbing the peace of Guzerat; overtures were also received from Kanoojee Guicowar (who had been thus long a guest with Holkar), which promised a peaceable settlement of his affairs.

A detachment of British troops having been ordered to rendezvous at Gootoo, in the territory of Moorvee (whither also the Guicowar force, under Wittul Rao Deevanjee, was directed to march), Major Walker proceeded to join them.

Before leaving Baroda, however, he again put on record, in a letter to the Government of Bombay, dated 15th March 1807, the object of the expedition, viz. to obtain engagements from the several chiefs of the peninsula for the regular payment of an equitable annual amount of tribute to the Guicowar Government, without the necessity for the periodical advance of a predatory army to enforce payment (under the guarantee of the Company), leaving the chiefs in possession of all the rights of internal sovereignty to which they were entitled.

The following letters were addressed to the Chiefs of Kattywar by the British and Guicowar Governments respectively on this occasion:—

English version of a Circular Letter to the Chieftains of Kattywar from the Honorable East India Company.

A. C.

"The attention and views of the Honorable the East India Company being ever directed to the preser-

vation of peace and amity among the talookdars and zemindars of the country of Kattywar, and to the increase of their prosperity and happiness, they cannot observe, without sentiments of grief and regret, the distracted and ruined state of the fertile provinces of Kattywar, Soruth, Jhalawar, &c.

" Independent of internal dissensions, which are always ruinous, this fine province is annually exposed to the predatory incursions of an army, which makes a circuit of the country to collect the Mooluk-geeree, by which the labours of the husbandman are suspended, and cultivation and population, the only true sources of riches to the prince, and happiness to the people, decrease.

" This is a truth so self-evident, that what occasion can there be to prove it by argument ?

"As the payment of the Moolukgeeree Jummabundy is a just demand which the Guicowar Government have against the Chieftains of Kattywar, the amount should be ascertained and determined by an equitable arrangement, and paid without demur, and without requiring the annual presence of an army to enforce the payment of a sum which it is impossible to resist with effect.

" The advantages of an arrangement of this nature are so numerous and apparent, that it is surprising that the Chieftains of Kattywar have not of their own accord solicited a settlement, which would relieve their country from the annual presence of an army, whose arrival affects their honour, their independence, and their ease ; and, what ought to be of greater consequence to every

prince, the happiness and comfort of the people whom they govern.

" Of what avail can be resistance against the powerful army of the Guicowar Government, the allies of the English ? It only exposes weakness, and subjects the party to an increased assessment as a fine for contumacy.

" These arguments cannot fail to make an adequate and proper impression upon your intelligent mind, and induce you to accede to the invitation which, from the sincere regard and attention of the Honorable Company to the welfare and interests of their neighbours, is now made to you.

" Accordingly, you will no doubt have heard that the victorious army of the Honorable Company is now approaching to that quarter in company with that of the Guicowar. Their intention is to effect a permanent and amicable adjustment of the Guicowar Moolukgeeree tribute, which they earnestly desire to see fixed and determined on principles of moderation and justice; and, at the same time, to see that country relieved from the advance of an army which, however friendly, must always occasion detriment.

" It is therefore hoped and expected that, duly weighing and considering these important circumstances, and seriously reflecting upon the advantages which are now held out to you, you will send a Vakeel to the camp fully empowered to adjust a permanent settlement for the payment of the Guicowar Jummabundy, and arrange the securities."

Circular address from the Guicowar Government to the Chieftains of Kattywar.

A. C.

" As the Sirkar's troops yearly visit the country of Kattywar for the purpose of collecting the Mooluk-geeree Jummabundy and other arrangements, when the irregularities of the troops are the occasion of injury to the country, and the state of warfare injurious to its subjects; and as the demands of the Sirkar are ultimately obtained by forcible means, to the detriment of the province, wherefore, in consideration thereof, it is the pleasure of the Sirkar:—

" That from the ensuing era 1864, all talookars do depute their vakeels to the camp to adjust the customary settlement for the Jummabundy, securities, and other arrangements, &c. By this measure, the annual approach of this army being no longer necessary, the country is relieved from its consequent ills, and left to the perfect enjoyment of tranquillity and peace. In further object thereof, the Sirkar's troops and those of the Honorable Company have proceeded to (————) in your country, to which place to send your agent, instructed to meet the wishes of the Sirkar, is in every manner desirable and proper. Any delay in this measure on your part will incur the Sirkar's displeasure; hence, in whatever way you are to act, give it all due consideration.

" Meeting the wishes of the Sirkar will be laudable, whereas a contrary demeanour will, be assured, avail nothing."

The province to which the attention of Major Walker was now turned may be roughly estimated as containing a surface of 22,000 square miles; its population was calculated by him at 1,975,900 souls, exclusive of the thinly-peopled districts of Okamundul, Babriawar, and Jafferabad. At a subsequent period (A.D. 1831), a rough census of the peninsula (minus Jafferabad and Okamundul) showed the population to be 1,759,277, and further inquiries reduced this estimate to 1,475,685 souls under the following provinces:—

I. Jhalawar	210,325
II. Kattywar	189,840
III. Mutchoo Kanta	28,749
IV. Hallar	358,560
V. Soruth	320,820
VI. Burda	49,980
VII. Gohilwar	247,981
VIII. Oondsurveya	11,373
IX. Babriawar (including Jafferabad)	18,468
X. Okamundul	12,590
	1,448,686

All these estimates were, however, only approximations to the truth as near as the imperfect means of inquiry permitted.

The population was composed of all the various races common to Guzerat.

The proprietors or petty sovereigns were mostly Rajpoots, with astounding pedigrees. There were Jetwas drawing their origin from an ancestor begotten by the monkey god Hunooman of an alligator! There were Choorasamas, Solunkees, Walas, Jhalas, Purmars,

Gohils, and besides these pure (?) races, there were Kattees, Juts, Jarejas, Kolies, and Mahomedans.

As detailed statements of the several chiefs who responded to Major Walker's invitation are to be found in the printed records of Government, it is only necessary in this place to give an abstract of them, together with some explanations.

The division of Jhalawar, so called from its being the seat of the Jhala Rajpoots, comprised the possessions of 53 different chiefs, from the Raja of Drangdra (the head of the tribe) to the smallest proprietor of a single village.

The gross revenue estimated at a subsequent period was Rupees ———, and the tribute acknowledged and settled in perpetuity amounted to Rupees 2,83,253 per annum.

The points most worthy of remark which presented themselves to Major Walker while he was negotiating the settlement of the division of Jhalawar (and which were common to the whole peninsula) were the minute sub-division of property among the Bhyad or clansmen of the chief; and the numerous instances in which this, combined with the strong hereditary feeling of individual independence, had tended to the creation of separate jurisdictions: the greater chiefs repudiated all responsibility for their Bhyad, and the country was overspread with a multitude of persons who submitted to no law but that of physical force.

In the next place he found the country so scourged by the forays of Katties, Juts, Meanas, and the robbers

of Waghur in Cutch, that the husbandmen followed the plough with arms at hand, and kept watchmen perched on towers or tall trees to warn them of the approach of marauders. These raids were a perpetual cause of disquiet, even more injurious to general prosperity than the periodical incursions of the Mahrattas, or those of the Joonaghur Nawab and the Chief of Nowanuggur.

This division was a level plain, with little or no timber. The soil partly sandy and partly black alluvium; the water far from abundant, and much of it brackish; the principal product was wheat.

The next division was that of Kattywar, occupying the central part of the peninsula, and so named from the 'Katty,' a pastoral people, whose habits were warlike and predatory. Averse to agriculture, hardy, hospitable, and difficult of control, they were evidently a northern race (probably Scythian), as was shown by their stature, features, and frequent blue and grey eyes. The sun was their chief deity. They had gained their possessions chiefly in the general anarchy which accompanied the decline of the Mahomedan power.

The list of tributaries in this division showed 104 separate jurisdictions, but of these 38 were united in the person of the Guicowar himself; eight under the chief of Jhusdun; seven under the Chief of Nowanuggur; two under Dessayes; and the remainder under Katty proprietors.

The gross revenue was calculated at Rupees ———, and the tribute amounted to Rupees 28,021-12-5.

In this division lay the largest part of the territorial acquisitions of the Guicowars. Amrellee, the principal town, was obtained very shortly after their first appearance in the peninsula, having been ceded by a grantee of Sha Mahomed Begra in return for protection from the surrounding Katties. The district of Damnuggur (formerly Chobaria) had been given as a dower by the Chief of Lathee to his daughter on her marriage with Dummajee Guicowar, and other acquisitions were, from time to time, made from the Katties, who, in their turn, had come to be oppressed by the neighbouring chiefs, and were unable to maintain the population of their villages in security.

The division was well-watered, and a great part of it richer in natural gifts than any in the peninsula.

Next in order came the division of Muchoo Kanta, bordering on the Runn, which separates Kattywar from Kutch. The Jarejas from the latter country had intruded themselves into this district, having received a grant of it from the Emperor Akbar as a reward for their treachery towards Moozuffer, king of Guzerat, when he had been expelled from Ahmedabad. The whole of it was divided between the families of Moorvee and Mallia; the former having a population of 24,784 souls, a revenue of Rupees 85,000, and being assessed for a tribute of Rupees 50,000; the latter, a population of 4,800 souls, and a revenue of Rupees 22,000.

On Colonel Walker's arrival in this neighbourhood, he found a feud raging between the Chiefs of Moorvee and Mallia, owing to the treacherous seizure of the

latter by him of Moorvee at an entertainment. During his confinement, his Meana followers (a fierce race which had emigrated from Sind) ravaged the Moorvee territory from the protection of the strong fort of Mallia; but the interference of the Guicowar officer, Babajee (after *his* troops also had laid the Moorvee territory waste for three years), procured the surrender to him of the captive chief, and an alliance with Moorvee for the purpose of the reduction of the fort of Mallia. This, however, Babajee was unable to effect, and after a time the prisoner was released on giving securities for the payment of a contribution towards the arrears due by Moorvee, and for the expenses of the troops.

Colonel Walker with much difficulty obtained a remission of part of the Guicowar claims on the Moorvee Chief, and fixed his future tribute.

With regard to Mallia, which little state "was exactly on land what piratical states are at sea," no demand was raised for tribute at that time, but arrangements were made for payment of certain expenses which the Guicowar Government had been put to, and security was taken for the future control of the chief and his Meana followers.

The name of this district denoted that it occupied a valley of the River Mutchoo, the waters of which were brackish. The country, just raised above the neighbouring Runn, had some of its characteristics, viz. flat and waste plains devoid of wood, but the soil was fertile to a very high degree under cultivation.

The next division was that of Hallar, which, beginning from the western boundary of Mutchoo Kanta,

stretched along the shores of the Gulf of Kutch to Okamundul. In its depth the division included Rajcote, Soondul, and Sirdhar; it was plentifully watered with delicious rivulets; the soil towards the coast was rich, black loam, and that inland high and gravelly.

The proprietors, with one or two exceptions, were of the Jareja race, and the number of separate tributes was 32.

The principal of them was the Jam of Nowanuggur, whose ancestor had passed over from Kutch, and founded that town in A.D. 1442. In the year A.D. 1758, the Jam Laka had raised to supreme power a menial servant, named Meroo (Khawas), who eventually threw his master into close imprisonment, and as he was childless, forced him to adopt two boys procured by himself: the one (subsequently Jam Jesajee) the son of a Pinjara, or cotton-cleaner; the other (Suttajee) of the Khawas caste. They were both adopted on the same day, and though the circumstances were notorious, no objection was made by the Bhyad to their succeeding Jam Laka, who died shortly after, leaving Meroo Khawas exercising all power as regent.

During his administration, he reduced the territory of the Okamundul chiefs to the limits of the peninsula of that name; he made numerous and destructive incursions into the division of Kattywar, and founded some Moolukgeeree tributes, which were subsequently extended.

Jam Jesajee made one unsuccessful effort to escape from the power of his regent, and thenceforward submitted to him to the close of Meroo's life, which occurred in A.D. 1800, previous to which, however, he

obtained for his family the districts of Jooria Bunder, Balumba, and Amrun.

On Colonel Walker's arrival in the vicinity, he found that Jam Jesajee had long been odious by the oppression of his Bhyad, and by encroachments on his neighbours, by which he had enlarged his dominions, and kept the country in inquietude and alarm.

The public law of the province had been infringed by him just before, when he had treacherously usurped from the Chief of Poorbunder the fort of Kundorna, by tampering with its Meckranee garrison. The regulation was that when the Guicowar's Moolukgeeree force was in motion, all other troops should return within their respective territories; but the Jam had not only seized Kundorna, but had sent a force to support his usurpation.

Though summoned several times, he refused to restore his recent acquisition, and on the approach of the allied troops, shut himself up in Nowanuggur; but Kundorna was captured, and eventually he was obliged to yield.

Nearly all the Jam's Bhyad were at this time in a state of rebellion, and such was the anarchy that prevailed in Hallar, that the force in its march from Kundorna to Rajcote passed 30 towns and villages which had been *recently* laid waste and plundered (those which had been *previously* depopulated were more numerous). The chiefs were reduced to poverty, and supported themselves, without shame, by open robbery.

The tributaries of Hallar amounted to 35, but of these four were included under Nowanuggur. The revenue was estimated at 12 lacs and 12,000 rupees, and the tribute was fixed at 3 lacs and 1,598 rupees.

The next division of the province was Soruth. This had been the nucleus of the far more extended possession of the Choorasamas, who, from the forts of Geernar and Joonaghur, controlled the greater part of the peninsula, and made themselves feared, if not respected, in the adjacent continent of Guzerat, the kings of which conducted several expeditions against them with only partial success.

Mahmood Shah Beghura, however, in the year A.D. 1476-77 suppressed their sovereignty, and made Soruth a Mahomedan dependency, the governors of which collected the royal revenues from the peninsula at the head of a Moolukgeeree force.

During the decadence of the imperial authority, Shere Khan, a cadet of the Babi family, was invited by the Governor of Soruth to assist him in maintaining order in the province, and Shere Khan speedily converted his official post into an hereditary principality.

When the Mahrattas succeeded to the sovereignty of Guzerat, they determined on reducing the power of the Babi, and in the treaty of partition between the Peishwa and the Guicowar, dated A.D. 1752, the conquest of three portions of the peninsula was to be the joint labour and reward of the contracting parties, viz.:—1*st*, Shree Jugut Dwarkai, *i. e.* Okamundul; 2*nd*, the city of Joonaghur, with its dependencies; 3*rd*, Diu Bunder, or the Island of Diu. These projects were not, however, fully carried out, and the Nawab (as he now styled himself) of Joonaghur, though obliged to pay tribute, and to surrender part of his acquisitions, retained his independence, and even, in a reduced form, his Moolukgeeree rights, though he was

compelled to abstain from the exercise of them when the Guicowar army was in the field for the same purpose.

The Babi family soon degenerated, fell under the control of its ministers, and a long period of anarchy, treachery, bloodshed, and murder, disgraced its annals.

When Colonel Walker arrived in Kattywar, the Nawab had no regular minister; the person (Rewashunker) who officiated in that department was a Nagur Brahmin, a dependent of the Guicowar government, who owed his appointment and support to Babajee, and the Nawab himself was in person so corpulent as to be unfit for the active duties of life,— "cunning, cowardly, jealous, and avaricious, and without one virtue to counterbalance his vices."

No opposition was made to Colonel Walker's arrangements in this quarter, and the Nawab agreed to accept the mediation of the Honorable Company and the Guicowar for the settlement of his Moolukgeeree claims on the other chiefs on the same principles as those of the Guicowar.

The revenue of the division of Soruth was estimated at 6 lacs and 77,500 rupees, and the tribute fixed at Rupees 1,08,209.

Independent of the Nawab and his relation (the Chief of Bantwa), there was only one tributary in this division, a family of Mahomedan Sepoys, called Sela, located at Amrapoor.

Among the dependencies of Soruth was the Pergunna of Korinar, half of which had been ceded to the Mahrattas on their first entry into the country for the support

of a post they established at Mool Dwarka. One of the Nawab's ministers expelled the Guicowar's agent subsequently, but he was eventually reinstated. The whole revenue of Korinar did not exceed 20,000, and the Guicowar Government usually farmed its share for Rupees 8,000.

Another dependency was Babriawar, a tract of uncultivated country. The Mahratta collections from it were small and always precarious.

The port of Babriawar, called Jafferabad, was governed by Seedees connected with those of the Malabar Coast. There were five villages attached to it; it paid no tribute, and owned no external authority.

The next division was that of Burda, the seat of the Jetwas, who formerly had had possession of the whole northern coast of the province, till driven out by the Jarejas and others. The head of the tribe was the Rana of Poorbunder; this family had been the prey of all its neighbours; it was harassed by forced exactions by the Mahrattas, by the Nawab of Joonaghur, the Jam of Nowanuggur, the Babi of Bantwa, and even the Kusbattee Sepoys of Mangrole, in Soruth.

A short time previous to Colonel Walker's arrival, the Chief of Poorbunder had been dethroned on account of partial insanity, and his son set up in his stead. In the disturbance of this event, the Jam of Nowanuggur had, as before-mentioned, obtained possession of the fort of Kundorna.

The Rana entered with alacrity into the new arrangements, and for the aid rendered in the restoration of

Kundorna, presented, according to custom, a Nuzurana of Rupees 20,000 to the Guicowar.

As the question of Nuzurana came to be subsequently discussed by the two governments, Colonel Walker's remarks may be here usefully transcribed:—

"When the Guicowar Government is obliged to use its power and resources in support of a dependent chieftain, it invariably expects and receives a gratification from that dependent.

"On this occasion, I saw no reason for discontinuing a salutary and useful practice, which, when confined to the effectual punishment of guilt, or pursued for the redress of wrongs, affords security against imprudence and violence, and limits the intervention of the superior state to cases of necessity only. I shall have the honour to transmit a separate report of this article, as well as of several others, under the head of Nuzurana, or Asswanee Babut, which do not appertain to the regular and fixed revenue. The articles are of uncertain amount and indefinite in their nature, and cannot be precisely ascertained till the completion of the service. They are small contributions, which, in general, each talooka pays on the settlement of the revenue, and in most instances heretofore have been appropriated to private purposes, but on the present service will be brought to the public account. It is however, to be remarked that, in consequence of their perpetual engagements, the states of Kattywar are henceforward released from these irregular exactions, and this is one of the immediate advantages which result to the chiefs from the establishment of the present system."

The division of Burda included one tributary only, viz. Poorbunder. The revenue was two lacs and 50,000, and the tribute was fixed at Rupees 30,203.

The last division of the province was Gohilwar, the seat of the Gohil Rajpoots, who had obtained a settlement in the peninsula under the Choorasama dynasty, with which they intermarried. The Chiefs of Bhownuggur, Lathee, and Palitana, were the three representatives of the tribe. The two latter had been gradually declining, while the former had been increasing in wealth and power.

The immediate predecessor of the Lathee chief had given a daughter in marriage to Dummajee Guicowar, and with her, as a dower, the district of Chobana (the name of which was changèd to Damnuggur). On that occasion, the Lathee Gohils were exempted from the payment of tribute, and only required to make a yearly Nuzurana of a "horse." By this connection, the Lathee family obtained the support and protection of the Guicowar, which probably prevented their destruction.

By the operation of similar causes, and by many imprudent acts of aggression on his neighbours, Oomerjee, the Chief of Palitana, had been obliged a few years before to solicit the support of the Guicowar, and his territories were then in a state of complete subjection to that government. His extravagance and imprudence reduced the Palitana chief to the necessity of mortgaging many of his villages, and the enemies

he had provoked deprived him of others: the tranquillity of his district was maintained by a Guicowar Thanna in his capital.

The Bhownuggur family, on the contrary, had extended its possessions on all sides, and had particularly devoted itself to the encouragement of commerce, which early brought it into friendly relations with the Honorable Company.

The Gohil chiefs entered with readiness into the arrangements, one peculiarity being that the Honorable Company, to which the Bhownuggur tribute had been ceded in part payment of the subsidiary force, became security for that chief, while the Guicowar became security for Lathee.

The revenue was estimated at Rupees ———, and the tribute of this division fixed at Rupees 1,07,168.

Imbedded in Gohilwar was the small district of Oondsurweya, in which nearly all the remaining proprietors of the Choorasama tribe had found refuge. These small Surweya clans (33 in number) possessed an aggregate revenue of Rupees ———, and their tribute amounted to Rupees ———; no permanent settlement was made with these chiefs by Colonel Walker on this occasion.——— Neither was any settlement made of Okamundul, in which were the holy Hindoo shrines of Dwarka and Beyt. This small peninsula was held by tribes of Wadhel Rajpoots and Waghairs, who mainly depended for their support on the plunder of pilgrims resorting to the shrines, and on their piratical enterprizes. Some attempt was made to procure compensation from them for the plunder

of British vessels, but Colonel Walker returned *re infectâ* to Baroda.

The total amount of tribute thus permanently fixed and accepted by the Guicowar and the chiefs was Sicca Rupees 11,83,643-13-11, the larger portion of which the Guicowar received only in his capacity of farmer on behalf of the Peishwa.

Colonel Walker's reputation as a statesman and philanthropist rests mainly on the success of his labours on behalf of the Chiefs of Kattywar, and his initiation of measures for the suppression of infanticide in that province. Circumstances have given prominence to these incidents in his career; but enough has not been known of his earlier relations to the Guicowar government, and of the means whereby he gained that ascendency in the Baroda durbar, which rendered possible the intervention of the Honorable Company as arbitrators in the peninsula, and facilitated these reforms, which have reflected so much honour on the British name.

Nor has anything like the due meed of popular admiration been paid to Colonel Walker's chief, Governor Duncan, from whom he received the leading idea of his policy, who encouraged and powerfully seconded his exertions, both by the wisdom of his counsel, and his own singular influence over the native mind.

Governor Duncan also impressed on the apt and congenial mind of his agent those principles of conservative regard for prescriptive rights, that moderation, that politic deference to the rank and dignity, and that benevolent courtesy towards the personal feelings of the reigning prince and the members of his family

that caused the revolution which placed the Guicowar state under the tutelage of the Honorable Company, to be conducted with the general acquiescence of parties at the time, and which has left so little of bitter recollection behind it.

Prudent, patient, and painstaking, Colonel Walker appears never to have been seduced into the error (which his great personal influence might have almost excused) of taking too large, too active, or too prominent part in the administration of which he was in fact the soul. On the death of Rowjee Appajee, whose power over Annund Rao Guicowar was boundless, he was content to allow his feeble and incapable successor to blunder on for a time without interference, while he strengthened his own influence over Annund Rao, and waited for the co-operation of Babajee. With Babajee and Annund on the side of reform, he proved to Seetaram how unessential he was to the administration; and when Seetaram, through the aid of base adventurers, regained for a while the ear of his weak and vacillating master, he was able to bring against this feeble coalition the authority of Babajee, of the heir presumptive, and above all of the Raja's favourite wife, Tuckutbaee.

Thus swaying all parties by turns, and having his eye steadily fixed on whatever was for the mutual advantage of the protecting and protected governments, understanding also that, rightly considered, their interest could not be at variance, seeking even occasions of more closely identifying them, Colonel Walker succeeded in carrying every point with the Guicowar government, because he was always able

to vindicate his disinterestedness, and that of the chief whom he represented; he obtained great advantages for the Company, but secured in return at least equal advantages for the Guicowar.

In the matter of the Kattywar Moolukgeeree, it had been demanded by Rowjee Appajee in his first negotiations with Governor Duncan in person, that a part (one regiment) of the proposed subsidiary force should accompany the Moolukgeeree expeditions of the Guicowar. This application was made when the prospects of the state were gloomy indeed, when Mulhar Rao and Kanojee Guicowar were at the head of numerous troops in open war against it, and when the Arabs were dissatisfied, suspicious, and suspected.

This application was unpleasing to the Government of Bombay, as the "general idea of a Moolukgeeree expedition was repugnant to our habits and sentiments but; it was difficult to relieve ourselves of an engagement which was consistent with justice and policy."

The Honorable Company was particularly interested in the Guicowar obtaining his full Moolukgeeree revenues, and there were contingent advantages to be expected in the event of the Guicowar's authority being more firmly established in Kattywar. Very shortly after the question arose, the Supreme Government also expressed an opinion, that if an amicable arrangement could be made with the several chieftains of the peninsula, it would solve all difficulty with respect to the employment of the subsidiary force on this duty.

In the mean time, the dangers which had threatened the Guicowar state passed away, and its own Mooluk-

geeree force had been found equal to the collection of the tribute. Though without the intervention of a third party, to which both the Guicowar and his tributaries could look with respect and confidence, it was not likely that the latter would bind themselves to pay quietly and for ever what they at present considered it a point of honour only to pay on the compulsion of an overwhelming force.

Nevertheless, no objection being made by the Guicowar to a perpetual settlement, it was found on experiment that the chiefs were willing to contract one; indeed, no boon so great has been offered to the weak by the strong as was offered under Colonel Walker's auspices to the states of Kattywar. His picture of the state of the country shows how great it must have been to them; for irregular and inefficient as the Moolukgeeree force of the Guicowar might be in the eyes of British officers, it was quite powerful enough to crush all opposition in the field, and the most powerful chief was not safe from it, except for a time, behind the walls of his fort, and there he lay helpless to preserve his territory from annual ravage and plunder till he submitted to terms. The first chief in the province (Joonaghur) had a servant of the Guicowar Government for his minister, and had just been fined by it for moving his own Moolukgeeree force, while others owed the comparative tranquillity of their estates to military occupation by its troops; it would be a mistake therefore to suppose that it was too weak to realise its tribute when Colonel Walker arrived with a British detachment in the peninsula. It was strong enough for all purposes of violent aggression, but it was

incapable of effecting a permanent settlement, which required confidence in its steady adherence to its engagements. The remarkable facility with which this revolution was effected in Kattywar, was owing to the prestige for good faith and moderation, which the Company had acquired through the Governor of Bombay and his representative in Guzerat.

The measures of Colonel Walker during this service were characterised by his habitual prudence and moderation. Satisfied with the principle of a permanent settlement and its contingent advantages to the chiefs of security in their possessions, without any future additional demands on the part of the Guicowar, he allowed the details to be carried out with as little direct interference on his part as possible. He thus soothed the pride of the Guicowar commander, Wittul Rao Dewanjee, and enlisted his cordial co-operation in the good work. For example:

When the Katty chiefs of Cheetul, Jaitpoor, and others had applied in 1804 for the protection of the Honorable Company, through Colonel Walker's agent in Babajee's camp, he informed the Bombay Government that it would be useful to improve the connection, " and this may be done without exciting the jealousy of the Guicowar Government, provided we show them clearly that we shall respect their (*i. e.* the Guicowar's Government) rights." The reply of the Bombay Government was couched in a term of extreme reserve as to entering into any engagements with those or other chiefs which could give umbrage to our ally.

Again, the security bond taken from each of the Kattywar chiefs, who were parties to the perpetual settlement, and which provided (so far as any written documents could do so) for the peace and order of the country by abjuring all private wars, &c., was drawn up in the name of *the Guicowar only*, as was the bond of perpetual settlement of the tribute; and in restoring by force to the Chief of Poorbunder the fort of Kundorna, Colonel Walker justified his interference, not on recondite political principles, not by the assertion of the rights of a lord paramount over his tributaries, nor by any theory of the Guicowar's sovereign powers, but strictly because the Jam had infringed a regulation of the public law of the province, in marching his troops into the territory of Poorbunder when the Moolukgeeree force was in the field; and had not the Jam been besotted by pride and rejected all overtures, he would have allowed the Chief of Poorbunder to *re-purchase* the restoration of Kundorna, rather than have used force on behalf of one chief against another. And finally, as we have seen, he did not object to the gift of a Nuzurana to the Guicowar government by Poorbunder for the service performed, rather than pretermit an ancient custom.

The chiefs who were *invited* to enter into the perpetual settlement were the following:—Limree, Wudwan, Drangdra, Saeela, Choora, Moolee, Soodamra, Dandulpoor, Wancaneer, Bhownuggur, Wulwa, Lathee, Dywanee, Moorvee, Balebha, Malia, Derole, Kursir, Nowanuggur, Poorbunber, Batwa, Joonaghur, Goondul, Dhorajee, Jetpoor, Rajcote, Kotiadah, Sirdar, Rajpoora, Jhusdun: only 29 chieftains in all.

On arriving in the peninsula, however, Colonel Walker found that these principal chiefs by no means consented to be responsible for the tribute of their Bhyad, nor of some of their subordinates, and therefore the list of those who ultimately became parties to the new settlement, included a vast number of additional names. There is nothing to show that either the Government of Bombay or Colonel Walker anticipated the complications that subsequently arose in consequence of thus stereotyping the accidental and uncertain independence of this host of petty sovereigns; indeed, the question which lay before Colonel Walker to solve was not one of jurisdiction, nor, perhaps, could that question have been solved at all at that time.

The following was the nature of the engagements entered into by the chiefs. First each individual tributary signed a document in these terms :—

"The armies of the Honorable Company and Guicowar having come into this country with a view to effect a permanent and equitable adjustment for the country of Kattywar and its Bhoomias, Grassias, Kattys, and Ryots, and that their revenues should continue to be paid at Baroda, I have, of my own free will and consent, engaged, and do by this writing engage, for the above talooka, its perpetual Jummabundy and Khurajat, as per bond separately executed, as given when the armies used to arrive in the country. This, however, being attended with great detriment to the country, and disturbing the tranquillity of the Ryots (and being convinced

that the above arrangement provides for my benefit), the Jumma of the above talooka and its Khurajat shall each succeeding year be settled at Baroda according to the bond, by sending an agent for that purpose, nor shall any deviation take place in this respect.

"I do therefore, for myself, my sons, grandsons, from generation to generation, and my successors, engage to the above purpose, and for any deviation therein they become responsible to Government Bahanduree of the Honorable Company."

Seal

The above was signed by the chief concerned, and countersigned by Colonel Walker.

This document (as apparent) only admits (and that in obscure language) that the amount of tribute, as agreed to by the chief in some separate bond, should be considered as that chief's tribute in perpetuity.

The bond itself was as follows, executed by a banker on behalf of the chief:—

"That for (chief's name) of the Talooka of —— I have engaged for the Jummabundy for ten years to the Sirkar, being for Jummabundy and Khurajat included, Rupees ———, and agreeable thereto are the several instalments given in writing, and agreeable to these instalments are the payments to be made in Baroda, attending at the stated periods and

having made the settlement thereof, then return; yet, if it so happen that any delay shall in this occur, the same delay shall be made good by interest for the number of days beyond the stated period of instalment at 1 per cent. per month.

"The yearly Kist or bond to be rendered will be for Rupees ———, particulars for which are Jummabundy and Khurajat, in which will come Sooba Sookree, Benee Bardaree, Nuzurana (horse), Zemindar Sookree, Dewanjee, Dhurukdars, Shagird Peshasoot, and Chunna."

The tribute being thus fixed in perpetuity, and the revenue provided for for ten years, the following File Zameen, or security for behaviour, defined the jurisdictional position of the chiefs. It was addressed to the Guicowar:—

To WIT:—

"That I do, of my own good will, for the Talooka of ———, provide perpetual and effective File Zameen to the Sirkar of the Guicowar, and to that of the Punt Prudhan or Peishwa (for the two shares) being the whole of the country as particulars here following:—

1*st*.—That I will not excite enmity with any other chieftain, neither entertain any Bahirwuttia, or incendiary, whether Katty or Rajpoots, nor will I commit any disturbance by the hands of another, neither will I seize upon the land or lands of another, abiding strictly to the same conduct as hitherto observed; neither will I purchase, at the offer of my brethern, their villages or lands when

they may come to sell them: all past enmities or grievances to rest in oblivion.

Thieves shall not be entertained within our limits. If they are permitted to remain, it shall be under proper management, to prevent them from committing theft in other talookas, or on the highway; that in whatever case individual or individuals may be under the necessity of disposing of their villages or lands, in all such cases the circumstance shall be reported to the Sirkar previous to entering into the transaction.

2*nd*.—No delinquent or criminal of the Sirkars of the Company Bahadoor or Senakaskel Shumshere Bahadoor shall be protected or entertained by us.

3*rd*.—The several Mahals of the Sirkars of the Peishwa, Guicowar, and the Honorable Company, being situated on all sides of us, in none of them shall any theft or depredation be committed on the highways. Passengers, merchants, and others travelling shall meet with no molestation, but shall be assisted with carriage, and be protected to the extent of our boundaries. Should any merchant or other traveller suffer injury on the way, the same shall be made good to him by the lord of the talooka whence the thieves might have come.

4*th*.—If the lands or villages of any Zemindars shall at present be retained forcibly, in case any such possession shall have been obtained by written deed from the ruined circumstances of any Zemindar, the same shall be released and

set at liberty after the forms of justice, there being no claim hereafter to be entertained or made.

According to the above written articles, I have afforded fresh (not *fresh*, but *evergreen* is the meaning,) security, to continue from generation to generation; and if the Sirkar's Mohsul shall come for any default, such satisfaction as the Sirkar shall demand on the case in point, with daily expense and Mohsul included, shall be given for the same (the name of the counter security) is perpetual Ar Zameen, and for which this bond is rendered."

[Signature of the Chief.]

His Highness the Guicowar then addressed to each of the above chiefs the following Purwana, which was countersigned by, Colonel Walker :—

Purwana from His Highness the Guicowar.

To WIT :—

"The agreement respecting the settlement of the tribute of your talooka annually at Baroda from the year —— is accepted. You are therefore to remain satisfied and protect the district committed to your charge. You will every year make payment of the amount of the Jummabundy (Revenue) and Khurajat (Charges) by instalments according to the annexed statement, the amount of which will be taken into consideration by our Government, whenever any affliction befalls your talooka.

Major Walker's guarantee is given for the observance of these articles, if you abide by the terms

specified in your engagements to settle the tribute for ten years at Baroda, and after that to continue the same in perpetuity in addition to the engagements of your File and Ar Zameen: the word of the Sirkar is hereby pledged.

The following is a List of the Chiefs concerned in the Perpetual Settlement as they appear in Colonel Walker's several Reports.

Chieftains' Names.	Perpetual Revenue, inclusive of Khurajat.		
	Rs.	qr.	r.
Huree Sing of Limree	51,931	0	0
Bhyad of Limree	.....		
Jhalla Khimjee of Tulsana	985	2	0
„ Tejabhaee of Wudwana	1,078	0	0
„ Wuktajee of Dewlia	504	0	0
„ Waggie of Tavee	335	0	0
„ Mooboojee of Pulalee	385	0	0
„ Badgeebhaee of Geree	1,296	0	0
„ Dessaljee of Bhulgaum	1,512	0	0
„ Maljee of Sumla	1,035	0	0
„ Gopaljee of Inkawalia	1,403	0	0
„ Asajee of Sounkoon	560	0	0
„ Akhobhaee of Karol	758	2	0
„ Desuljee of Laliad	391	0	0
„ Jeegee of Kandia	870	0	0
„ Wursajee of Kuntharia	1,610	0	0
„ Ramabhaee of Dherol	395	0	0
„ Jeeteejee of Wunala	428	0	0
„ Bhaba of Oontree	532	0	0
„ Mooloojee and Chundajee of Bhoek	1,899	0	0
„ Jeewanjee of Chuchana	343	0	0
„ Megobhoy of Bhutan	692	0	0
„ Putthajee of Jakhun	261	0	0
„ Suttajee of Kumalpoor	837	2	0
„ Ruttonjee of Chullala	1,048	0	0
„ Kuslajee of Kumlawa	788	0	0
„ Jhalum Sing of Wudwan	28,331	0	0
Bhyad of Wudwan	4,011	0	0
Jhalla Dajee of Wuna	.....		
„ Huree Sing of Doodhrej	1,189	2	0
„ Gugajee of Kheralee	732	0	0
„ Dewee Sing of Rajpur	2,804	0	0

Chieftains' Names.	Perpetual Revenue, inclusive of Khurajat.		
	Rs.	qr.	r.
Jhalla Kuslajee of Gundialoo	1,520	0	0
„ Kesree Sing of Jumbhar	501	0	0
„ Nyajee of Jhampodhur	148	2	0
„ Seggajee of Bulloda	512	0	0
„ Mhon Sing of Wurod	1,553	0	0
„ Umeer Sing of Drangdra	48,909	0	0
„ Chunder Sing, and 16 Bhyads of Wankaneer	18,809	0	0
„ Wukmat Sing of Saela	18,782	0	0
Pirmar Ramabhoy and Rugabhoy of Moolee	8,908	0	0
„ Rassajee of Moonjpoor	651	0	0
Jhalla Hutee Sing of Choora	.....		
Dessuljee of Kurmura	151	0	0
Jhut Sujajee of Bujana	8,615	0	0
Jhalla Puttojee of Luktur	7,502	0	0
„ Ameerjee of Kesria	300	0	0
Mullik Laka of Bunnode	2,108	0	0
Wukut Sing, Dessaee of Patree	5,652	0	0
Puthoojee, Kombajee, and their Brothers of Jinjoowara	12,005	0	0
Lall Meya and Mullik Meya of Dussara	14,001	0	0
Jhareja Jehajee, and 7 Bhyads of Moorvee	60,000	0	0
„ Dosajee, and 4 Bhyads of Mallia	.....		
Rawul Wukut Sing of Bhownuggur	74,500	0	0
Gohel Muggabhoy of Wulla	6,722	0	0
Moteebhoy of Rúttonpoor	762	0	0
Togajee of Chumaree	777	0	0
Wachanee Jellajee of Gudolee	171	0	0
„ Jessajee of Dedukree	280	0	0
„ Phooljee of Ranachawada	260	0	0
Govindjee of Kantaria	196	0	0
Jussabhoy of Sonpooree	350	0	0
Baghabhoy of Waree	300	0	0
Hootabhoy of Thora	275	0	0
Janabhoy of Puchegaum	2,800	0	0
Vastajee of Chuturawah	499	0	0
Jaitabhoy of Ramanka	720	0	0
Wakojee of Wurod	955	0	0
Gohel Worsajee of Alungpoor	1,254	2	0
Woonderjee of Dholla	330	0	0
Soorsing of Lathee	.....		
Bawajee of Waree Lathee Bhyad	1,038	0	0

Chieftains' Names.	Perpetual Revenue, inclusive of Khurajat.		
	Rs.	qr.	r.
Dossajee of Kajureea	397	0	0
Dajeebhoy of Rajpeepla	525	0	0
Haitajee of Bajawudar	418	0	0
Hunoobhoy of Limra and Kampuldee	949	2	0
Morjee of Chubareea	2,022	0	0
Wuzajee of Wangudura	80	0	0
Kakabhoy and Nayajee of Gudalee	1,726	0	0
Gohel Mooloojee of Batchurwa	253	0	0
Khachur Watsoor of Patna	401	0	0
Gohel Soorsing of Verdee	.....		
Oonderjee, and 1 Bhyad of Palitana	8,000	0	0
Hallojee Surweya of Dhata	*4,739*	*0*	*0*
Nuwab Hamed Khan Babee Bahadoor of Soruth.	75,655	0	0
Mooktiar Khan and Guzunpher Khan of Bantwa	32,002	0	0
Jeewa Letha and Futteh Khan of Amrapoor	552	0	0
Shaik Budroodeen of Mangrole	.....		
Siddee Jacoob of Jafferabad	.....		
Dhunta Koteba, and Bhyad of Babriawar	.....		
Jam Jessajee of Nowanuggur	95,010	0	0
„ of Hureeana	5,627	0	0
„ of Surufdur	4,359	0	0
Jhareja Jonajee of Chanandaly	.....		
Jam Jessajee of Bhadookeyoo Tukbooksun	152	0	0
Jharejas Jehajee and Mooljee of Kotara Nayanee	551	0	0
Jhareja Runmuljee of Rajkote	14,500	0	0
„ Ranajee of Sirdhar	6,003	0	0
„ Aberajee of Lodeka	1,390	0	0
„ Dewajee of Paal	1,353	0	0
„ Dossajee of Kotareyan	1,024	0	0
„ Dadajee of Gowredur	1,092	0	0
„ Bhanjee of Gurkoo	694	0	0
„ Taizajee of Veerwa	161	0	0
„ Hodajee of Mowa	130	0	0
„ Kanjee of Wudalee	266	0	0
„ Rowajee of Krangseal	91	0	0
„ Dewajee and Kooer Nathajee of Gondul Doratyee	1,15,005	0	0
„ Samut Singjee of Naigne	3,684	0	0
„ Hatajee and Kooer Bajsajee of Kotara Sangana	11,000	0	0

Chieftains' Names.	Perpetual Revenue, inclusive of Khurajat.		
	Rs.	qr.	r.
Jhareja Morojee of Rajpoor	3,955	0	0
„ Wunajee of Bharwa	1,505	0	0
„ Radoojee of Shapoor	.....		
„ Lukajee of Kandar	.....		
Khawas Sugaram of Balumba Jooria	11,607	0	0
„ Hirjee of Amran	2,404	0	0
Jhareja Boput Singjee of Dherol	5,346	0	0
„ Hatajee of Kursura	2,554	0	0
„ Satter Singjee of Drappa	4,001	0	0
„ Soorajee of Kuradee	1,891	0	0
„ „ of Veerpoor	1,799	0	0
„ Kurna of Sotodur Wowree	1,583	0	0
„ Mapjee of Darede Mooleloo	.....		
„ Dadajee of Seesang	527	0	0
Kachur Bhaam of Burlee	.....		
„ Dasah of Kurreeana	.....		
„ Wadsoor of Kumbala	.....		
Malo Gowal of Huttsane	.....		
Kachur Dewdas of Neelwullah	501	0	0
Chowra Rana of Akcreyon	.....		
„ Rawut of Rypoor	.....		
Kachur Soora of Burwalah	1,093	0	0
„ Bhaan of Moodookah	2,101	0	0
„ „ of Sunaloo	.....		
Walla Abub and Jetsoor, &c., Daywiet and Tukera of Baberachamur and Chamurde	3,500	0	0
„ Peeta of Kotadoo Koopanoo	5,236	0	0
„ Rulla and Ooga of Suntale	.....		
„ Rama of Sumrealoo	620	0	0
„ Manseah of Kaunpoor	.....		
„ Loonah of Paunchwurra	277	0	0
„ Hersoor of Balgaum	.....		
Kachur Chela of Wurjaterut	290	0	0
Walla Manseah of Jessapoor	576	0	0
Kachur Jaita and Peeta of Bhadula	1,626	0	0
„ Joieta of Antkote	2,149	0	0
Walla Bhoka of Chalalah	.....		
„ Bhoja of Jaher	.....		
„ Dasah of Wankeyen	553	0	0
„ Ooga of Sumudealoo	.....		
Kumaun Haddo of Dewla	.....		
Walla Veekumsee of Cherka	.....		

Chieftains' Names.	Perpetual Revenue, inclusive of Khurajat.		
	Rs.	qr.	r.
Walla Ranuk of Dharee	.....		
„ Dewa of Humeeghur.....	176	0	0
Raje Paal Kotelo of Ghegasurun.....	727	0	0
Walla Hursoor of Bugsurah	.....		
„ Runuk of Wahdhniou	.....		
„ Jaita and Dewa and Sadool and Verumsee of Jetpoor.....	39,253	0	0
„ Jaita and Dewa and Sadool and Verumsee of Cheetul	2,501	0	0
„ Dewa of Dewuleyon	1,161	0	0
Peer Walla of Perpunyon	2,941	1	0
Walla Oghur of Mohunpoor	1,484	2	0
„ „ of Cherka	328	2	0
„ „ of Pansurra	192	0	0
„ Sadool of Papuleyon.....	773	2	0
„ Jaita of Wulaladee.....	993	0	0
„ Vekumsee of Gurnee.....	329	2	0
„ „ of Nawaneyon.....	168	0	0
„ Jaita of Wandee.....	1,399	2	0
„ „ of Loonkee	478	0	0
„ „ of Nadala	1,102	0	0
„ „ of Dewelyon Mootoo.....	525	0	0
„ Hatteya of Torkaun	363	2	0
„ of Lahareyon.....	447	1	0
„ Oghur of Bheilaka.....	3,544	0	0
Kachur Wadsoor of Jhusdun	3,610	0	0
„ Bhaan of Kotie	493	0	0
„ Dasah of Koodana	435	0	0
Kachurs Sumalo and Jaita of Aneyalee	285	0	0
„ Rana Jetsoor of Seetuleyon	110	0	0
„ Naza Ram and Hatteya of Pallyaud..	.....		
Kachur Sadool of Sudamra	.....		
„ Godur of Dhandulpoor	.....		
Kooer Mazoor of Sejukpoor.....	.....		
Kachur Abul of Anundpoor.....	202	0	0
„ Ooner of Mewasoo	.....		
„ Daywiet of Chotela.....	.....		
„ Veera of Sunosurah.....	.....		
„ Wago of Hurmuleyon.....	.....		
„ Nazo of Beemora.....	.....		
„ Manseoh of Azamur	.....		

Colonel Walker deputed Soonderjee Sewjee as an envoy to the piratical states of Okamundul, who had up to this time maintained their independence, and through his mediation, the Chiefs of Aramra and Beyt engaged to relinquish the practice of piracy and all claims to wrecks on their coasts, and to admit a resident agent of the Company.

A similar engagement was entered into by the Chief of Dwarka and the Chief of Positra, and Soonderjee Sewjee was appointed resident agent in Okamundul.

CHAPTER VIII.

TO THE FIRST RETIREMENT OF COLONEL WALKER FROM THE OFFICE OF RESIDENT AT BARODA.

On Colonel Walker's return from Kattywar, he again took up the re-organisation of the Guicowar finances and establishments, during which fresh causes of dissatisfaction with Seetaram presented themselves. A.D. 1808-09.

On the 4th April 1808, Seetaram waited upon Colonel Walker, apologised for his conduct during the preceding fifteen months, and expressed a hope that he would be received again into the confidence and favour of the Government.

Major Walker replied to him in favourable terms.

Seetaram then declared that he had no disagreement with Gungadhur Shastree, and begged to avail himself of his assistance in bringing to a settlement his own accounts with the state. He also requested that his brother might be re-called from Bombay, on the plea that he wished him to be present at the ceremony of investing his son with the Jenwi, or thread of his caste.

Colonel Walker the next day reported this interview favourably to the Government.

Two days after, one Hafiz Ghollam Hoossein, who had been for some time suspected of criminal intentions, and who had maintained an intimacy with the family of Seetaram, suddenly absconded, but was pursued and captured.

On the 9th April, Seetaram again waited on Colonel Walker to explain his connection with the above Hafizjee, who (he said) had been brought to Baroda by Rowjee Appajee fourteen years before. He trusted that an entire oblivion of this connection would be extended to him (Seetaram), and he offered to swear on the pagoda of Yentushwur (than which there was no holier shrine), that from this date he would never act in opposition to the Company's wishes, and never see the face of Hafizjee again.

Major Walker, on the flight of Hafizjee, had written to have Seetaram's brother detained in Bombay. On the 14th April he reported that from what had been gathered from Hafizjee since his apprehension, his intention was to have retired to Puttun, (one of the districts under the management of Seetaram), as a place adapted either for carrying on a negociation with Scindia, or for flight. He avowed that his purpose was, if possible, to expel the English from Guzerat, and that he had maintained an extensive correspondence with views hostile to them.

Colonel Walker was not, however, of opinion that Seetaram was privy to *all* his designs, though he might have been "prevailed on to adopt such a part of his pernicious counsels as the art of Hafizjee might have persuaded him would restore him to his former position of undivided power.

Colonel Walker therefore still supported Seetaram's former request, but on the 18th April, he received from Governor Duncan a letter informing him that Seetaram had written a letter charging him with breach of his engagements, which he was determined to submit to the Supreme Government, that Seetaram might have an opportunity of substantiating his accusation.

Colonel Walker then formally called on Seetaram to do so, and as he was subsequently found to have forwarded a similar letter direct to the Governor General, he entered into a distinct refutation of them in the following words :—

" The complaints of infringement of agreement which Seetaram has brought forward are founded on the 10th Article of the Dewanship of the 29th July 1802, wherein the Honorable Company are guarantees that the Dewanship shall be preserved to Rowjee Appajee, and on a private engagement with the Governor to Rowjee, which promised that his engagement should be permanent. The life and situation of Rowjee were considerably endangered in his endeavours to secure the state of his master from ruin and dissolution by a powerful and turbulent military faction, and it was just and necessary to guarantee his security ; but Seetaram should not have ventured to assert that " the administration of the affairs of the Guicowar state was conferred on Rowjee by Annund Rao hereditarily, excluding all participation." The case is that Rowjee actually never received any written authority for his appointment, and (independent of the Daita of his office being divided) Mungul Parick, the Kanjee Walla of the deceased Raja Govind

Rao, actually possessed a greater and more uncontrolled share of power than Rowjee ever pretended to exercise in that Raja's reign."

"It may not be irrelevant to point out these two instances of mis-statement, as the facts admit of no dispute, and they destroy the conclusion which is attempted to be drawn of these hereditary pretensions being confirmed by treaty. The claim is founded solely on the unsatisfactory manner in which the 10th Article of the engagement of the 29th July 1802 has been rendered into the Mahratta language, and Seetaram would wish to construe a very equivocal expression designedly introduced into the Mahratta version into a formal engagement between the two governments to continue the Dewanship to the descendants of Rowba.

"It may be necessary to remark that at the time the engagement of the 29th July was executed, there was no person attached to this Residency who possessed a knowledge of the Mahratta language in its written character, or who was able to detect inaccuracy in a written document, and the draft of the Mahratta version was accordingly drawn out by Gopal Rao, a dependent of Rowba's.

"No sooner, however, was the unsatisfactory nature of the translation discovered, then a formal intimation of it was made to Seetaram, who was at the same time informed that the Honorable Company's Government could not conceive itself bound by his construction of a condition so absurd in its consequences, and inconsistent with the utmost latitude of our engagements with the Guicowar State. Here the matter rested. I was, however, much concerned to find that when

circumstances had rendered it indispensably necessary, for the welfare of the state of the Guicowar, to avail ourselves of the experience and firmness of Babajee, Seetaram opposed the measure, and that this opposition has been attempted to be justified on the plea of our measures intrenching on the engagement of the 29th July.

"It would have been extremely easy to have set these pretensions at rest by executing with the Guicowar government an amended article of the engagement of the 29th July, the two contracting parties being fully at liberty to declare the terms in which they understood a stipulation executed by mutual agreement.

"Independent, however, of those motives of delicacy and favour towards the Dewan which the Honorable Company had always regarded in their intercourse at Baroda, there were other causes of policy and expedience which rendered it desirable that this error should be rectified as silently as possible, and that neither the personal credit or authority or even safety of the Dewan should be exposed by the public abrogation or alteration of the objectionable clause."

Major Walker proceeded then to argue at considerable length, that even if Seetaram's pretensions to an hereditary tenure of office were well founded, still nothing had been done to infringe such an engagement; but it is unnecessary to reproduce the argument, which rather weakened his first position, *that Seetaram had no such pretensions*, than added to them any weight.

The incident is instructive, as showing the inconvenience of guarantees at all, and especially of guarantees such as that which (however necessary it appeared at the time) Governor Duncan had secretly given to Rowjee Appajee of securing to him the permanent Dewanship of an independent state, and of protecting his son and all his relations for ever.

Seetaram had now already discovered his intrinsic weakness, and his connection (just confessed) with Hafizjee rendered him extremely submissive and complying; so that on Colonel Walker producing before him "two translates of the 10th article of the engagement of the 29th July 1802, the one scrupulously literal, and the other with the sense amended according to the English copy, but the idiom preserved, the insertion of either of which was left to his option," Seetaram, of course, accepted whichever was agreeable to Colonel Walker, and thus the affair terminated.

After several years' experience, it had been found that the cessions of territory for the payment of the subsidiary force did not produce the amount of revenue calculated, and Colonel Walker, on the 8th July 1808, informed the Government that the Guicowar had made good the deficiency.

In his report dated 18th June 1804, he gave a comparative statement of the estimated and the actual revenue so far as was then ascertained, and he added,

---

N.B.—The extremely defective state of the Residency records is exemplified by the absence of Seetaram's original representation, or any copy of it, as well as other papers connected with this affair.

"from the Guicowar cessions must be deducted the value of the Doomalla (Jagheer) villages, amounting probably to half a lac of rupees." With the reservation of these, there still appeared a surplus revenue, but as this also disappeared under the subsequent management by the officers of Government, it was necessary to supply the deficit, and therefore an arrangement, subsequent to, and supplementary of, the definitive treaty of 1805, was made on the 18th June 1807 which has not been published in the Book of Treaties.

The Guicowar thus defined it in a memorandum addressed to the Resident: —

" For the payment of the troops Rupees 11,70,000 were stipulated, but a deficit has been found in the districts assigned, as follows:—

Districts.	Estimate.	Realisation.	Deficit.	Excess.
		Rs. a. p.	Rs. a. p.	Rs. a. p.
Dholka.....	4,50,000	4,13,660 8 0	31,389 8 0	Nil
Kinkatodra ..	50,000	40,000 0 0	9,900 0 0	Nil
Limree.....	30,000	.....	30,000 0 0	.....
Bhownuggur.	70,000	70,000 0 0	.....	.....
Neriad.....	1,75,000	1,82,100 0 0	.....	7,100 0 0
Mahtur	1,30,000	1,34,000 0 0	.....	4,000 0 0
Beejapoor....	1,30,000	1,35,700 0 0	.....	5,700 0 0
Muhooda....	1,10,000	1,15,313 9 0	.....	5,313 9 0
Kurree.....	25,000	25,000 0 0	.....	.....
Total..	11,70,000	11,15,774 1 0	71,289 8 0	22,113 9 0

Add—	Rs.	a.	p.
Doomalla villages excepted	57,043	0	0
	1,28,332	8	0
Deduct excess.....	22,113	9	0
Total deficit ..... Rs.	1,06,218	15	0

" To supply this deficiency, a " Warrat" for Rupees 50,000, belonging to Meer Kumaloodeen, has been made over : Rupees 2,500 from the villages Sokra, Sadra, and Mulatuj; Rupees 1,000 from the village of Hydrabad, besides whatever may be due on account of Bhownuggur and certain Doomalla villages, which we shall take from the owners (giving them compensation), and transfer to you, &c. &c."

A subsequent memorandum, under date 12th July 1808, recorded how the above promise had been redeemed :—

" With reference to our agreement of the 18th June 1807, in which a deficit of Rupees 1,76,168-15-0 was shown on account of Doomalla villages, Enams, &c., the following villages are ceded to make it good.

" Revenues actually realised in A. D. 1807-08 according to a memorandum received from the Resident :—

	Rs.	a.	p.
Bhownuggur	74,500	0	0
Wurrat of Meer Kumaloodeen	50,000	0	0
Sokra, Sadra, and Mulatuj	1,450	0	0
Hydrabad	1,000	0	0
	1,26,950	0	0

" Doomalla villages released from the owners, and transferred to the Company at the rental of A.D. 1807-8 as follows :—

Dholka Pergunna.

Bhyad	4,500	0	0			
Traj	6,000	0	0			
Buruj	3,150	0	0			
Kurala	2,150	0	0			
				15,800	0	0
Carried over.... Rs.				1,42,750	0	0

	Rs.	a.	p.
Brought over.... Rs.	1,42,750	0	0
Muhooda Pergunna.			
Gorah	900	0	0
Mahtur Pergunna.			
Menduj, Mullawa, Kenat, and Goradee	8,100	0	0
Juska and Goradoo	1,150	0	0
Beejapoor Pergunna.			
Kurra	4,401	0	0
Oondye	2,301	0	0
Revenues to be allotted from the year A.D. 1808-9:—			
Runghurghat	3,750	0	0
DOOMALLA VILLAGES.			
Mahtur Pergunna.			
Anta	950	0	0
Muhooda Pergunna.			
Gogluj	2,500	0	0
Sumadra	1,500	0	0
Bhemal	4,200	0	0
Peempluj	3,666	15	0
Total.... Rs.	1,76,168	15	0

The following letter from Annund Rao Guicowar to Major Walker on the same subject, and dated 26th June 1808, was received :—

"As the Doomalla villages which were under the Pergunna ceded in payment of troops to the Honorable Company were managed separately, the following

arrangement has been made for the continuance of the Dewusthan and other grants from the year 1808-9 :—

Dholka Pergunna.

Rajpoora assigned to Shree Chundeshwar Mhadeo.
Arnuj assigned to Bhool Bowanee.
Naka Hungola to the fort of Kaira (the Honorable Company).

Angra	ditto	ditto.
Kaira and Dadurda	ditto	ditto.
Rundownej	ditto	ditto.

Kolwar to Narayen Josee Nardeepoor.
Mewar to Dherujram Josee.

Muhooda Pergunna.

Shastapoor to the Jasoos.
Mehmoodpoor to Untal Josee.
Kunjerry to Shree Runchorjee of Dakore.

These twelve villages should be continued to those to whom they have been given."

The benevolent exertions of Colonel Walker for the suppression of infanticide among the Jarejas commenced during his first service in Kattywar, and when Soonderjee Senope was appointed the agent of Government in Okamundul; he was also entrusted with the prosecution of these measures in Cutch, where his influence was known to be considerable.

He was likewise directed to negotiate a claim for 3 lacs of rupees—compensation for piracies on British vessels by the Okamundul chiefs—to be paid by annual instalments. This, however, did not succeed, but Soonderjee

procured the release of a number of vessels and their cargoes, which had been taken by the pirates.

Colonel Walker regretted that some "vigorous and decisive steps had not been taken in the earlier aggressions of the Oka pirates; but under the present circumstances, the supervision of Soonderjee was probably the best means, short of the conquest of their possessions, of regulating their future conduct."

In the month of April 1808, Canoojee Guicowar submitted himself, and was allowed to reside at Padra, about 10 miles west of Baroda, with an annuity of Rupees 50,000 per annum.

In June of this year, the Chief of Ghorassir entered into a permanent settlement of his tribute on security and principles similar to those of the Chiefs of Katty-war, being the first of the many tributaries not belonging to that province who did so. It was considered advantageous, as likely to induce the Mahee Kanta tribes to follow his example.

On the 23rd July, Colonel Walker submitted a report on the financial condition of the Guicowar state, in the course of which he remarked that the expenditure had been larger than the estimate, particularly in the districts held by Seetaram and his family, in which the profusion and abuse was greater than elsewhere.

Seetaram likewise resisted to the uttermost the introduction of these reforms and checks into his districts, which were considered indispensable.

The reforms were calculated to produce the following results:—

Henceforth the revenues of the state would be secured upon the responsibility of wealthy and respect-

able shroffs; the Mamlutdars restrained from any extra disbursement beyond the fixed establishment, without the previous consent of the durbar; an agent on behalf of the durbar would be introduced into the districts, opening a channel of communication between the people and the sovereign.

The actual result of the reforms was an increase of revenue of Rupees 4,14,433-1-0, and a decrease of expenditure of Rupees 2,51,852 on the estimate of the current year.

The entire revenue of the Guicowar dominions in this year was Rupees 65,073,563, as shown in the statement appended to this Chapter.

The whole revenue was formed,—a system which still distinguishes the fiscal arrangements of the Guicowar state. The farmers were now, however, for the first time brought under the action of written regulations.

The farmer was to recover all his revenue in the year. All arrears and all balances due by the Ryots for Tuccavi advances were to be reported to the Government Superintendent.

For the expenses of each revenue district an allowance was assigned.

All realisations in excess of the Jumma was to be shown in the accounts.

The Government Inspector was to have access to the records, and accounts were to be rendered in one month after the close of the year.

Interest was to be paid by the ryots at 1 per cent. per mensem, if the Jumma was not paid on the appointed dates.

The former was to be credited with any loss arising from public disturbances.

The object of completing a perpetual settlement with the chiefs of the Mahee Kanta Moolukgeeree was advanced by letters addressed to them, and answers received from the following chiefs:—

The Nuwab of Balasinore.
The Jemedar of Pahlunpoor.
The Raja of Edur.
The Raja of Ahmednuggur.
The Chief of Peitapoor.
The Chief of Maunsa.

In Kattywar the Kattees had broken out, and perpetrated many depredations in the country as well as in the districts ceded to the Honorable Company, and Wittul Rao Deewanjee was directed to march against them.

The Koly Chief of Amliara, in the Mahee Kanta, had early in this year effectually repulsed an attack made on him by the Guicowar troops aided by Jalim Sing, Raja of Morassa, in person, who was killed in the action. Amliara had been subsequently stormed and plundered by the reinforced Guicowar troops; but the chief had remained in the fastnesses of the country, and in a threatening attitude; he now responded to the offers of accommodation made to him, and gave security for his future obedience and good conduct.

On the 19th December 1808, Colonel Walker was able to report a "final adjustment in behalf of all the members of the Guicowar family, who have recently returned from exile, and who are henceforward provided with an adequate provision from the durbar."

Muccoond Rao, an illegitimate son of Govind Rao Guicowar, and Morar Rao, another son by another mother, were invited to Baroda through Kanoojee, and received a maintenance of Rupees 5,000 and Rupees 4,000 respectively.

Deve and Appa Rao, the natural brothers of Mulhar Rao Guicowar, also received Rupees 1,800 per annum each.

The only member of the family in exile was Gunput Rao, the late Killedar of Sunkhera, who, however, was in a state of mental imbecility at Dhar, his family being supported at Baroda.

On the 23rd December, Colonel Walker reported that in carrying out the revenue reforms which had been decided on by the durbar, and communicated to Government, a general change in the charges of the forts and districts was contemplated, in furtherance of which the districts of Puttun and Gulla were to be given up by Seetaram, and Beesnuggur and Veara by Babajee.

When the Choorchittees, or letters of release, were demanded from Seetaram, he replied by intimating his intention of renouncing charge of all his concerns, and retiring to Benares. Several conferences with Seetaram ensued, and he finally gave the letters of release for all the districts under his charge; but when those for Puttun and Ahmedabad were delivered, Seetaram's agents refused obedience till the Seebundy and bankers were satisfied.

Seetaram was then remonstrated with, and the most unexceptionable security offered him for the payment of the Seebundy, &c., and he then gave fresh release

letters, with many professions of sincerity. On these Sunkhera was relinquished, but a fresh refusal came from the agent at Ahmedabad unless the dues of the Seebundy were settled on the spot.

Colonel Walker immediately ordered up the Bombay European Regiment from Broach. It arrived at Baroda on the 24th December, and on the 31st he was able to report that his assistant, Mr. Carnac, with several officers of the durbar, were to leave Baroda that day, with a view to seeing Ahmedabad delivered up by Seetaram's agent.

Under these circumstances, Colonel Walker still displayed his usual moderate and long-suffering spirit. Protracted negotiations were conducted with Seetaram, who still struggled to obtain payment without inquiry to his creditors, without any reference to the propriety of their demands, or providing any mode for the satisfaction of counter-demands of the Government on himself. Finally, 11 lacs of rupees were borrowed by the Government to pay up and discharge the Seebundy of Seetaram's districts; accounts to be settled hereafter.

Colonel Walker informed the Government that Seetaram was almost always guided by the counsels of his brother Succaram Chimnajee and Myput Rao Kakajee, and that he himself was a weak rather than a turbulent man; and as for his eventual disposal, Colonel Walker did not "deem it proper to deprive him of all hope and to drive him to despair." He conceived "it would be more consistent with the lenient policy of the Honorable Company at least to keep his expectations in suspense"; therefore he acceded to

Seetaram's wish to depute an agent to plead with the Governor himself.

The same month of December likewise saw the termination of another difficulty which had threatened the peace of Kattywar.

Futteh Mahomed, a partizan soldier, had obtained possession of the person of the Rao of Kutch, and had kept him in confinement while he usurped the powers of Government. This man had in the previous month, in concert with the Chief of Morvee, marched his troops into the Hallar district of the peninsula, with the intention of attacking Nowanuggur, while he sent an expedition across the Gulf in 15 vessels, which was repulsed. Colonel Walker addressed Futteh Mahomed on the 5th December, expressing his astonishment at this movement against a state under the protection of the Honorable Company, and assured him that any just demands he might have on Nowanuggur, would be made good under the mediation of the Company. This being conveyed to him by Soonderjee Sewjee, produced the desired effect, and he returned to Cutch. The district of Hallar, however, suffered considerably both from foes and friends as usual. Colonel Walker had doubtless peculiar satisfaction (in the early prospect of retiring from his office as Resident) of being able to report that his endeavours to eradicate the practice of infanticide had already begun to bear fruit, in forwarding with his letter of the 16th December copy of a report from his Native agent in Kattywar to that effect. [Enclosure missing.]

The story of the year 1808 may be well closed by the transcript of Colonel Walker's despatch, which

announced his approaching relinquishment of the Residency, and introduced the name of his successor, who subsequently became Governor of Bombay, and Chairman of the East India Company :—

"1. The period having now nearly arrived when I shall request your permission to resign the situation of Resident at Baroda, I deem it but an act of justice to the office in which I have so long been honoured with your confidence and support, to submit, with the greatest deference and respect, such observations as I conceive may have some weight when the choice of my successor may become an object of your consideration.

"2. During the period of seven years in which I have been entrusted with the charge of the Honorable Company's interests at the Guicowar durbar, the views of the Honorable Company have been directed to certain objects of political advantage, having a more intimate connection with the internal management of the Guicowar affairs than is generally usual in political residencies.

"3. Certain causes of a delicate nature called for and demanded an active interference in, and vigilant control over, every part of internal management, without which the objects of the Honorable Company's Government could scarcely have been obtained; and the government of the Guicowar saved from the state of anarchy and confusion with which it was threatened.

"4. The accurate knowledge which you, Honorable Sir, possess of the progress of every public measure at Baroda, renders recapitulation or argument

unnecessary. It will probably be admitted that a considerable part of the success which has attended the projects of the Honorable Company's Government in Guzerat has been produced by that intimate acquaint. ance with the members of the administration, and the smallest affairs of the government, which a long residence and constant attention could alone produce.

"5. It is evident that the preservation of the advantages which the Honorable Company have acquired in Guzerat must be dependent, in a considerable degree, on a continuation of the same conduct which acquired them; for when we reflect upon the character of each individual of the administration of Annund Rao Guicowar actuated by interest, enmity, and ambition, their views and passions scarcely controlled by any consideration but their awe of the Company's Government, it would be putting too much confidence in the weakness of human nature to suppose that they would neglect to avail themselves of every advantage which the disposition of the Rajah, or the inexperience of Futteh Sing would enable them to obtain.

"6. Hence, Honorable Sir, arises an evident necessity of placing a control over them in the person of the British agent who may have to reside at Baroda.

"7. This control, however, from the nature of the case, can only be effectually imposed by a person whose previous habits and acquaintance, both with the principles and progress of measures at Baroda, enable him to follow and detect the acts of the administration as they occur, and, by the seasonable interposition of the Honorable Company's authority, check irregularities as they may arise.

"8. This will certainly require some conduct and some delicacy. Giving, therefore, full weight to the preceding considerations, I respectfully beg leave to solicit your attention to the claims and services of Mr. Carnac, the present First Assistant to this Residency.

" 9. Mr. Carnac joined me on my first arrival at Baroda in 1802. He has, consequently, been present and assisted in the execution of every measure of the Honorable Company's Government, and I am happy, on this public occasion, to acknowledge and point out to the notice of the Honorable Company's Government my sense of the value of that gentleman's assistance and services.

" 10. The Honorable the Governor in Council has upon several occasions recorded his testimony of approbation on Mr. Carnac's conduct and services, and the propriety and ability with which he conducted the duties of the Residency during my absence in Kattywar, afford him an additional claim to the notice of Government.

" 11. Being personally known to the Guicowar family and the administration, and possessing every facility of colloquial intercourse, to them he would be an agent peculiarly acceptable, from their previous knowledge of his habits, character, and disposition; while his other local requirements render him in every other respect an unexceptionable person to protect and preserve the Honorable Company's interests at Baroda.

" 12. To Futteh Sing Guicowar in particular, with whom Mr. Carnac has cultivated an useful acquaintance, his succession to this Residency would be considered particularly gratifying. This prince has

frequently expressed his wishes to me in favour of Mr. Carnac, but more particularly in a letter to my address, which the knowledge of my intended departure from Baroda produced.

"13. It may also be proper to advert to the circumstances under which this gentleman joined this Residency. At that time his father, Mr. Rivett, was a member in the Council of the Presidency, and his views were evidently directed to obtain an establishment for his son in Guzerat, by causing him to devote his time to the acquirement of that experience which might eventually entitle him to the succession. It is therefore but performing a pleasing part of my duty in noticing Mr. Carnac's pretensions, acquired by the sacrifice of several years of valuable time, under the just hope that the services and situation of his father would secure him the approbation and support of the Honorable the Governor in Council."

Lieutenant Carnac was thereupon appointed Acting Resident until further orders and until the pleasure of the Court of Directors should be known, and Colonel Walker gave up the charge of the Residency, and left Baroda on the 11th January 1809.

CHAPTER IX.

THE annals of the year 1811 and 1812, which form the subject of the present Chapter, include some events of considerable importance in the history of the province. These were—hostilities against the Jam of Nowanuggur; the detection of Kanoojee Guicowar's last conspiracy, and his ultimate fate; the disputed succession in the Joonaghur family; the liquidation of the pecuniary claims of the Honorable Company on the Guicowar state; and the perpetual settlement with the tributaries of the Mahee Kanta Moolukgeeree.

It was early in the year 1811 that the necessity of completing the arrangement initiated by Major Walker for the repayment of the pecuniary claims of the Cutch government on the Jam of Nowanuggur became obvious. At the same time, the distracted condition of Poorbunder, the disputed succession in the family of Joonaghur, the renewed depredations of the Katties in the Company's districts, and the occurrence of fresh piracies, called for a demonstration of power, and the presence of the Resident in Kattywar.

Captain Carnac informed Government, on the 8th August, that the turbulence and ambition of the Jam would render the use of compulsion necessary to secure the payment of the Cutch demands. These consisted of bond debts, 5 lacs of Korees incurred for military assistance rendered to the Jam in his quarrels with his minister, the Khawass, with interest thereupon to the

amount of Korees 7 lacs and 60,000, and the expenses of subsequent ineffectual attempts to enforce payment amounting to 6 lacs of Korees in addition: total 1,860,000 Korees.

The Jam not only evaded all settlement of these claims, but evinced his arrogance and hostility in ejecting the agent employed in anti-infanticide inquiries from his territory, and in his insolent reply to a demand of satisfaction for a cowardly and savage attack on an officer (Lieutenant Knight) by some of the mercenaries of his fort of Moorpoor.

The Jam, in his written reply for satisfaction for this outrage, merely said—"This European was probably walking intoxicated, and by chance a quarrel occurred with a sepoy, who wounded him." The sepoy had been dismissed, and the Jam offered money to Lieutenant Knight, who, though refusing it, was willing (as was Major Boyé, his Commanding Officer) to accept the apologies of the Jam. Captain Carnac, however, informed the Jam that they were insufficient, and demanded the surrender of the assailants for punishment, for the Jam's general behaviour was offensive, and this was only an isolated "proof of the existence of the same spirit of barbarity, the cognisance of which has already been declared with a profligate effrontery."

This Jam (Jesajee) had evidently projects of asserting his independence; he had formerly and now again instigated the other Kattywar chiefs to combine against the paramount power at the very moment when (fool as he was) that power alone stood between him and an invasion by the superior forces of the Cutch government.

In Poorbunder, Prethiraj, the son and heir of the Rana had placed himself at the head of a body of mercenaries, and seized on the forts Chyah and Kuseevah, demanding of his father, as the price of his returning to reside quietly in Poorbunder, "the possession of one of the gates, a guard of 50 of his own followers, his two principal counsellors to receive salaries from the state, one of them to hold the abovementioned gate, the other to have possession of the fort of Chyah, with a garrison of 50 men, to be also paid by the state; all the expenses of his household to be paid monthly by the state; an appanage, equal to that of his grandfather, Lartanjee (after his abdication) to be granted him, and (final stroke of the scribes who drew up the document) a salary granted to his two secretaries."

Captain Elwood, who commanded the independent Company at Poorbunder, vainly endeavoured (doubtless with many apt and choice metaphors), to bring Prethiraj to a sense of the extravagance of his conduct; and as the Honorable Company had a special interest in the welfare of Poorbunder, a small force under Colonel East was at once sent up thither, which speedily extinguished Prethiraj, stormed the fort of Chyah, and occupied that of Kusseerah.

The petty piratical states of Okamundul having, in spite of (or in consequence of the neglect of) Soonderjee Seojee, evinced a tendency to revert to their evil propensities, one illustration of which was their rebuilding the fort at Positra, Colonel East, on the 13th June 1811, proceeded thither, and dismantled it. The Bombay Government had meditated placing a

permanent detachment there, but Colonel East having retired to Poorbunder before orders reached him, this salutary measure, which would probably have led to the annexation of Okamundul, and put into the possession of the Honorable Company the best harbour on that coast, and a bridle in the jaws of all the pirates that issued from the creeks of Sind and the Gulf of Cutch, was not completed.

On the death of Nawab Hamid Khan, of Joonaghur, his son, Behander Khan, a youth of 17 years of age, was put forward in opposition to Sulabut Khan, the younger, and (as was at first declared by Captain Carnac and Baroda administration) legitimate son; the first was the son of a slave girl, the latter of a lady of the Rhadunpoor family.

To arrange all these matters, the Bombay Government sanctioned the journey of the Resident to Kattywar, a considerable reinforcement was added to Colonel East's detachment, and the whole placed under the command of Colonel Smith.

Futteh Sing Guicowar accompanied the Resident on this occasion.

Before leaving Baroda, however, the affairs of Seetaram, the ex-minister, demanded attention. Always lax and profuse in his pecuniary affairs, Seetaram had become involved in the distresses of his brother Sukaram Bapoo, who had foolishly undertaken the management of the principality of Dhar, which he proceeded with in the same spirit of folly in which he had entered on it. A part of his troops had been raised at Baroda, and now returned to demand their pay from Seetaram, who had engaged them. They surrounded

his house, and put him in Dhurna. Rupees 2,87,000 were owing, but a compromise could be effected for Rupees 1,10,000 paid down; this was raised on the guarantee of the Honorable Company, to be repaid by instalments out of his pension: the guarantee was given on 5th September 1811, and Seetaram released from Dhurna; he showed his gratitude in the following March.

The Sooba of Kattywar, which had hitherto been held by the family of Babajee, was now conferred on Wittul Rao Deewanjee.

The original treaties concluded between the Honorable Company and Annund Rao Guicowar, which had hitherto been in the custody of Seetaram, were formally delivered to Futteh Sing Guicowar in full durbar on the 21st August 1811.

The force under Colonel Smith was assembled at Poorbunder, whither Captain Carnac repaired. The obstinacy of the Nowanuggur chief had shown itself in preparations for resistance; in repudiating all his engagements entered into with Colonel Walker; in treating with severity those of his dependents who had negotiated them; in driving the Guicowar's agents out of his territory with every mark of contempt, and in laying waste his own villages to impede the march of the British force.

Colonel Smith moved from Poorbunder on the 17th January 1812, halted on the Nowanuggur frontier from the 19th to the 27th, while articles of submission were transmitted to the Jam for his acceptance.

Captain Carnac, in addition to these articles, had recommended that, in case of continued obstinacy, the

Guicowar should be allowed to demand a cession of a moiety of the Jam's territory, and to exercise a permanent control over the administration of that chief; but the Bombay Government was not prepared to go quite so far as the Resident in aggrandizing their ally, and, rejecting the *former* proposal *in toto*, desired an explanation of the nature and extent of the proposed *control*.

The Jam evaded agreeing to the articles, and as Lieutenant Phelan, of H. M.'s 47th, was killed while out shooting in the vicinity of camp by some of the Jam's people, the force again advanced, at the earnest solicitations of an envoy from Nowanuggur. It then halted for a day, again advanced on receiving only vague assurances at second-hand, and on the 12th February arrived within three miles of the town. Fresh negociators then came out, and caused a delay of several days, ending in Captain Carnac's mortification at finding himself still met with deceit and evasion. On the 16th the troops were under arms, and had advanced some hundred paces, when another deputation was met, promising full and entire submission to the demands of the allied governments.

The same game was protracted for four more days, till, on the evening of the 20th, Captain Carnac limited the term of grace to 3 o'clock the next morning. The force at that hour took up its final position, and commenced erecting batteries (not without being fired upon). These were not, however, ready till the evening of the 23rd; the ultimatum was then again offered. Four new articles being added to the former, viz.— 1*st*, a permanent augmentation of tribute; 2*nd*, the

cession of Serryah bunder; 3*rd*, payment of a fine for firing on the British troops; 4*th*, the destruction of the fort of Moorpoor, where Lieutenant Knight had been wounded, and from which the murderers of Lieutenant Phelan had issued.

Having exhausted all the acts of defiance, procrastination, and delusion, and finding the end rapidly approaching, the Jam succumbed.

The pecuniary claims of the Cutch Government were then submitted to the arbitration of Captain Carnac. They were fixed by him at 13 lacs of Korees, or Rupees 4,33,330, which the Jam bound himself to pay in five annual instalments.

The Bombay Government, on the 22nd June, approved of the terms offered to, and accepted by the Jam (see Appendix), but desired some explanation of the pecuniary arrangements, as it appeared that Captain Carnac's settlement had imposed on the Jam a much larger sum than Colonel Walker had at all anticipated, he having stated that Korees 5,75,000 would be considered amply sufficient to satisfy the demands of the Cutch Government, whereas Captain Carnac had awarded nearly three times that amount.

Captain Carnac's views of the Joonaghur question were much changed since he first reported on it.

He now doubted whether any benefit would be derived from interference. Behander Khan was no doubt illegitimate, but there were reasons for doubting whether Sulabut Khan was not spurious; the former was older, had a strong party, and was in possession; he was likewise willing to gratify the Guicowar government for its support, for "it was in contemplation

after the execution of the requisite arrangements in this question, the Joonaghur authorities were prepared to enter on some compromise of the possession of the Port of Korinar, which now belongs in equal proportions to Joonaghur and the Guicowar Government; and also the tribute which the former levies on the Guicowar fort of Umrellee and its dependencies; the constant disputes prevailing at Korinar between the authorities of the respective governments, which ultimately tend to general disadvantage, and to the suppression of all mercantile pursuits and industry among its inhabitants, render it an object to consolidate that possession. The last-mentioned claim (of tribute) was renounced by the late Nawab, but the deed to that effect from negligence was not executed; the claim itself amounting only to Rupees ——— annually, is of recent existence, and has not been demanded for some years."

The Government of Bombay was surprised and dissatisfied with this view of the matter. They remarked (1st June) that Captain Carnac in his first report on the Joonaghur succession had not expressed any doubt at all of the legitimacy of the younger son of the late Nawab, and the Baroda administration had avowed its intention of supporting his pretensions. In a subsequent letter similar views had been expressed, and the Government had then warned the Resident not to afford any countenance to the usurpation of Behander Khan, but to use every advisable means of reinstating the younger, and, as then supposed, legitimate son. The Government also reminded Captain Carnac that he had again, on a later occasion, reiterated that the Baroda

Government was warmly interested in the claims of the legitimate son, who, he had added, had a powerful party in his favour. The sentiments of the Bombay Government had been in perfect unison with these feelings of the Baroda administration; had concurred in his support; and expressed a pointed opinion that any delay in the settlement of its affairs would tend to the consolidation of the power of the usurper.

The Government was therefore concerned to find that though the British force for the settlement of Kattywar difficulties was in the province, the Baroda administration was disposed to favour the views of the usurper, and instructed the Resident to seize an early opportunity of communicating to the Guicowar the explicit declaration that they disavowed all connection with any measure which might be constructed as supporting the usurpation of Behauder Khan, and regretted the inefficiency and delays that had marked our interposition in the settlement of this question; and, in particular, that having made a movement in that direction, the Resident should have acquiesced in the policy of the Guicowar Government rather than enforced the rights of the legitimate heir with the aid of the force then assembled in Kattywar for such very purposes.

On the 20th August 1813, Captain Carnac, in reply to these strictures of Government, submitted copy of a report* by Captain McMurdo, his Assistant in

---

* *Note.*—Portions of this despatch shown by blank lines have been torn off.

Kattywar, dated 23rd December 1812, in which that Officer expressed himself in the following terms :—

" The primary object which called for my attention was to institute an inquiry into the right of succession to the Musnud disputed by Behander Khan, the illegitimate son of the late Nawab Hamed Khan, and Salabut Khan, his reputed son by a lawful wife, and to ascertain the grounds upon which they respectively founded their claims, so that no doubt should remain on a subject of such importance.

" It would be superfluous to point out to your notice the obstacles which naturally presented themselves to a satisfactory research into a dispute of this nature, and it evidently required much caution to avoid being deceived by the arguments advanced by both parties, and to discover the truth in the series of contradictions which occurred in the course of the investigation.

" The title of this youth (Salabut Khan), you are already informed, was considered by the respectable people of the country, even during the life-time of Hamed Khan, as an intrigue of the Zenana, and the circumstances attending his adoption by the Begum Kumaul Bukhtoo, you are also aware, are, at present, universally acknowledged and spoken of without reserve.

" To elucidate the deception of his birth, it may be necessary, however, to state that the Begum, at the earliest stage of her supposed pregnancy, retired from Joonaghur to Kesode, where she remained quite privately until the time of her delivery had arrived. Of three pregnant women whom she had kept with her, one only was delivered of a son, which was adopted by

the Begum, and the glad tidings of his birth promulgated throughout the country.

" The parents of this child are affirmed to be oil-manufacturers, and although it might be difficult to acquire positive proof of a transaction of so private a nature, or to induce those concerned to acknowledge the fraud, still, I beg leave to add, the truth of the important parts of this statement has been corroborated by every disinterested person with whom I have made it my duty to converse on the subject.

" I have the honour at the same time to transmit copy and translate of the deed executed by the Begum Kumaul Bukhtoo acknowledging the illegitimacy of Sulabut Khan; but as this paper has been reported to have been taken from her by force, I shall take the liberty to submit what has come to my knowledge ———— impression may invalidate in your mind, the authenticity of a document of the utmost consequence to the discovery of the truth.

" A few hours before the demise of the late Nawab, he recommended to Oomur Mokhasun (a Nawab Jemedar who had repeatedly saved his life) and Mirza Azimbeg, a Chella of his own family, to support the just title of Behauder Khan, and desired them to look upon him as the son of his lawful wife, and to instruct him to respect Kumaul Bukhtoo as a parent. Shortly after the death of Hamed Khan, this youth was removed from Puttun (where he had hitherto resided with his mother) and placed under the protection of ———— obedience.

" The friends of Behauder Khan were induced thus to conciliate the Begum from a knowledge of the design

with which she had adopted Sulabut Khan. Their endeavours to blind that lady to their views by marked courtesy and respect completely succeeded, and in full confidence of the devotion of Behauder Khan and his party to her will, at a time when she was not only free from personal restraint, but in full possession of power, Kumaul Bukhtoo voluntarily executed the deed in question, and, at the request of Behauder Khan's friend, rendered it more authentic by ———— seals of the Peer Zadas of Joonaghur, who, I beg to remark, have ———— pervaded the family.

"The only arguments which were adduced in favour of Sulabut Khan were the ceremonies attending his birth, and the assertions of the Beebee's Mehta that he was the son of Hamed Khan by Kumaul Bukhtoo, but the latter were unsubstantiated by any testimony, and not supported by a high person of the late Nawab's government or family.

"A disputed title to a government is generally considered as holding forth strong encouragement for individuals to advance their personal interests by supporting with their influence the claims of one or other of the competitors; but in the case of Joonaghur, we observe a struggle between more ———— for many months, without one attempt having been made by either to espouse the pretensions of Sulabut Khan, which, had they possessed the smallest grounds of justice, would scarcely, it may be presumed, under such circumstances, have been so totally neglected.

"The result of this part of the inquiry has been the rejection of the title of Sulabut Khan to the Musnud

of Joonaghur, and I trust that, upon a due consideration of what has been advanced, together with the circumstance of the late Nuwab having persisted in disavowing the child even on his death-bed, it will appear conclusive to your mind, and that of the Right Honorable the Governor in ———— would have been to have acknowledged a right, the legitimacy of which rests upon the *ipse dixit* of interested persons, and not even corroborated by presumptive testimony.

"The title of Sulabut Khan having thus been set aside, the next object of attention that presented itself was to discover upon what grounds his rival founded his pretensions to the government, and to ascertain whether or not the desire of countenancing none but legitimate authority would render it necessary to search for a lineal descendant of Hamed Khan in another branch of the family.

"The authorities of Joonaghur met our inquiries on this subject by producing an attested copy of the ———— Khan, his heir. I am aware this document is already in your possession, but as it is a principal link in the chain of evidence submitted in this report, I take the liberty to enclose translation of a copy, attested by the seals of the Jemedar Oomer Mokhasun.

"By the tenets of the Mahomedan law, a child born of a woman of ever so mean or disreputable a family is considered Hullal, or legitimate, provided the ceremony of Nika has been previously performed by the parties; and in this view of the case, Behauder Khan is perfectly qualified to inherit the honours of his family, as it is a fact which has never been doubted that

the late Nuwab and the mother of Behauder Khan had ———— Kazee of Joonaghur.

" In addition to these powerful vouchers, the justice of the pretensions of Behauder Khan was argued by his advocates, on the grounds of precedent and established usage, and they adduced in evidence the cases of Hamed Khan and his father, Mohobut Khan, who were both the offsprings of a similar connexion to that in which Behauder Khan was born, and who, in default of progeny in the established and more legitimate form of wedlock, succeeded respectively to the Musnud with general approbation, and whose claims were never challenged by any branch of the Babi family.

" The truth of this assertion ———— in the country, and does not admit of a doubt; but as it may be satisfactory to the Right Honorable the Governor in Council that no evidence on a subject of such interest should pass unrecorded, I beg leave to forward the deposition of Runguldas Tricumdas, whose family have resided in Joonaghur for many years, and who himself, for a short period, administered to the affairs of government during the life-time of Hamed Khan.

" The evidence adduced on this head appeared to the Dewanjee and myself to establish beyond a doubt the validity of the pretensions of Behauder Khan, and, under that impression, he has been formally acknowledged as heir to the Musnud of Joonaghur; and in concluding the ———— only respectfully to express a hope that the principle upon which the foregoing decisions have been formed, may be considered such as to induce my superiors to extend their confirmation to the propriety and justice of the measures.

" I shall now proceed to detail for your information the circumstances attending the settlement of the differences that existed between the authorities of Joonaghur and the Guicowar government; but in order that the motives for the acquiescence of the former to demands which they rejected nine months since may be more clearly understood, I shall state, as concisely as possible, the situation of affairs in that capital from ———— non-compliance with the wishes of Government did not proceed from any established principle of opposition to legal authority, but had its origin in the selfish conduct of certain individuals, who, in order to support their private views, sacrificed the good of the state by thwarting each other in every attempt made to an accommodation.

" Previous to your final departure from Kattywar, proposals for an adjustment had been made to Wittul Rao Dewanjee through Rugonathjee Mehta of Kotiana, who, although his family still possesses the title of Dewan of Joonaghur, was excluded from all share in the administration some years before the late Nawab's death ———— perceived could not be matured in consequence of a violent opposition to the introduction of the authority of Rugonathjee's family into the government.

" The leaders of the adverse party were Oomur Mokhasun, the principal Arab Jemedar, and Mirza Azimbeg, a Chella and confidential servant of the late Nawab. The objections which these persons had to the Kotiana Nuzur being placed in the management of affairs, arose from the pride and ambition which have long characterised that family, and from a conviction

that their ———— of all the ancient servants of the government followed by the appropriation of the honour and emoluments of the state to their own aggrandisement, a line of conduct which has been pursued by their father, and to which in the end he fell a victim.

" In consequence of these dissensions among the self-constituted ministers of the government, the authority of Behauder, which they had unanimously agreed to acknowledge, was entirely superseded, and a Takeef ——— placed upon the gates of the palace ——— Sebundy, ostensibly for arrears of ——— the amount of five lacs of Korees ———— lac of rupees due to the shroff ——— Guicowar army. for which Oomur Mokhasun is Bhandery.

" Ragonathjee and his brother Runchorjee Mehta had no influence in ———— their name and family, and a few of the inferior Sebundy Jemedars; whilst their opponents not only possessed the principal gates of the town, but could at pleasure command the person of Behauder Khan. Thus powerful, however, they nevertheless declared their determination to form no government without the sanction of the supreme authority in the country, and openly (and with apparent justice) accused Runchorjee and his brother of having prevented the proposals casually made to you at Lallwar from being matured, for the purpose of furthering their own ambitious views, which would have been frustrated by an arrangement at that time.

" The two parties, equally alarmed at the controlling influence with ———— establishing in the place, kept up a secret communication with that officer and

myself, whilst Behauder Khan and his mother, evidently undecided to whose management they should entrust themselves, intrigued by turns with each. The principal resources of Joonaghur having been withheld by the Guicowar government, it soon became apparent that the period was fast approaching which would terminate the disputes, and by a passive line of conduct on our part, affairs would of their own accord mature and enable us effectually and without trouble to secure the interests, and support the authority of the Guicowar government ———————

" Accordingly, early ———————— Runchorjee Mehta Commu ———————— conclude an arrangement in the terms demanded by the Guicowar government, and these proposals were immediately followed by others of a similar nature by the Jemedar Oomur and his party, with the intimation that Runchorjee had procured the seal of government *privately* from the mother of Behauder, and that his own powers had been *publicly* authenticated in the durbar under the guarantee of the Peerzadas, who, from the prospect of a happy settlement of all disputes, were induced to attend for the first time since the death of Hamed Khan.

" Independently of other circumstances, a knowledge that Behauder Khan had become jealous of the authority ———————— gave a colour of truth to the assertion of Oomur Mokhasun regarding the illicit measures by which Runchorjee had ———————— in this transaction, and combined with the tenor of a communication made by that Mehta, that the sanction of Government would be required to his appropriation of certain lands

and forts for his own benefit and security, decided the Dewanjee and myself upon countenancing, though not exclusively, the advances of the Sebundy.

" It may be proper in this place to remark that the Kotiana Mehtas have shown themselves in several instances to be decidedly inimical to the Guicowar authorities in this country; and under such circumstances, it might not be ———————— a state such as Joonaghur.

" Oomur Mokhasun arrived in this camp early in November with Kessundas and Petamber, two Karbarees of the government, and after ———————— presented by the Dewanjee, but in consequence of further intrigues by the Kotiana Mehtas in Joonaghur, which have with difficulty been thwarted, the customary deeds on the different articles were not executed until my departure from Kattywar.

" Few remarks appear to be necessary to be made on the articles of agreement. They ——— as suggested in your official letter to Government, under date 23rd April last, for the cession of the share of Korinar and the Jummabundy upon the Guicowar Mahal of Umrellee and its dependencies, which latter had been renounced by the late Nawab. They also embrace an arrangement for the free pilgrimage to Somnath Puttun, which ———————— lively interest with the Guicowar government, and anxiously desired by Hindoos of all classes to relieve this sacred and famous place of pilgrimage from the insults of the Mahomedans, who not only sedulously obstructed their worship, but entered the recesses of their temples, without the smallest respect to their prejudices or customs.

"The provision made for Kumaul Bukhtoo Beebee may probably be considered as amply sufficient for the purpose of supporting the respectability of her rank. It includes the Pergunna of Kassode, with every other perquisite which she possessed during the life-time of her husband, for which, as you will observe, Oomur Mokhasun is Bhandary.

The Nuzurana, or customary present—————— much smaller in consideration of the small cession and of the low state of the finances of Joonaghur than otherwise, would have been admitted; and it ought not, I respectfully conceive, to be looked upon as a precedent for the future.

"In your official despatch to Government dated 23rd April last, you transmitted a statement of the revenues of Joonaghur, and the mode in which they were embezzled; but upon further investigation, it appears that, independent of those included in the document above alluded to, there are other abuses which have had their rise in the unsettled state in which the government has been for the last eighteen months, from which it appears conclusive that this petty chieftain cannot, of his own accord, attain any degree of efficiency.

"Independent of the impolicy of countenancing the dismemberment of a tributary state by a powerful and lawless faction, the restoration of the legal authority in Joonaghur may possibly be considered on other grounds to be worthy the attention of the Baroda administration; and in case it may be found expedient to comply with any wishes that may be expressed by Behauder Khan towards this end, it is proper you

should be acquainted that, in removing the Mahals from their present possessors, and providing for them by other means, according to the justice of their respective claims, although there is every reason to suppose that the influence of the Guicowar government, under the able and prudent guidance of Wittul Rao Dewajee, may render coercive measures unnecessary; nevertheless, I would respectfully beg leave to suggest that authority be delegated to the Sirsooba of Kattywar to employ the means at his disposal, should their application be ultimately requisite."

Poorbunder, 7th February 1813.*

Early in the year 1812, Government had desired Captain Carnac to make "a full report upon the effects produced, not only on the character of the chiefs of Okamundul, but also on the country in general, in consequence of their relinquishment of piracy, whether

---

* N. B.—There is a peculiarity about this letter, which is a rough draft (in a clerk's hand) corrected apparently by Captain McMurdo by his own hand. The first date is Bhownuggur, 13th December 1812, but after correcting it, and striking out several paragraphs not essential, that officer seems to have dated it from Poorbunder, 7th February 1813. It is endorsed as follows:—

Letter from Captain McMurdo, No. 1, Joonaghur, dated 23rd December 1812. Copy forwarded to Government under 20th August 1813; ditto to Captain Ballantyne, 7th October 1813.

they have resorted to commercial pursuits, or to what other habits of industry, with a view to earning a livelihood; and in consideration of the fidelity with which these chieftains have observed their obligations, the Government was desirous to extend every protection and indulgence in their lawful pursuits, with the view of converting them into useful members of society, the attainment of which their exemplary conduct would seem to offer a favourable presage at no distant period of time."

Captain Carnac replied the Oka chiefs had certainly not been concerned in any acts of piracy since 1809, but that they had not shown much activity in any scheme of honest industry, which was partly owing to the ungrateful nature of the soil on which they were located.

The report on the arrangements proposed for the extrication of the state of Poorbunder from its serious financial embarrassments (dated 1st May 1812) is absent from the records; but from the remarks of the Government of Bombay upon it, dated 15th July 1812, it seems that the prospect was anything but encouraging. The scheme seems to have been to entrust the whole revenue affairs to Soonderjee Sewjee for eight years, by which time he engaged to liquidate the whole debt. This farming system the Government observed was, on general principles, objectionable in a high degree, but, perhaps, on certain occasions unavoidable; therefore, "having great reliance on the rectitude of principle of Soonderjee Sewjee, as well as his attachment to Poorbunder itself, and the solicitude he must feel for his own reputation," the Bombay Government concurred in the proposed measures.

It was directed, however, that Captain Elwood should make an annual report of the progress of Soonderjee's administration.

Halajee died about this time, and his late rebellious son Prethiraj, mounted the Gadee of Poorbunder.

While the Resident was absent in Kattywar, a conspiracy, organised by Kanoojee Guicowar, was nipped in the bud at Baroda. That restless member of the Guicowar family, whose life had been a succession of plots, rebellions, imprisonments, and escapes, deemed the present conjuncture of affairs favourable for another attempt. From his residence at Padra he was looking out on current events with an eager eye; and able to inform himself of all that was going on in the palace, he marked the pecuniary distress and the discontent of the ex-minister, Seetaram; he ascertained that Tuckutbye, the favourite wife of Annund Rao, was dissatisfied; he maintained correspondence with several mercenary leaders out of service, and with some Koly chiefs of a turbulent character, and he entered into communication with the Jam of Nowanuggur, who was well pleased at the prospect of such a timely diversion, when he himself was threatened by the power of the allied Governments. The Jam, however, had no money to spare, and, perhaps, no will to spare it. The absence of the Resident and a part of the subsidiary force from Baroda made Kanoojee re-double his energies. Tuckutbye committed herself on paper as the well-wisher of some movement. Seetaram listened, declared the scheme insane, refused to join it, but would not denounce it. A mohied man in Ahmedabad supplied a little money, troops were secretly

raised, Bhatteejee, the chief of Amlyara, was said to be ready, the Kolees of the Mahee banks would attack the town, some discontented Arabs would threaten the camp and rush upon the Residency, and then, alas! just as everything was ripening, Captain Ballantyne, on the morning of the 2nd April, rode into Padra with a body of Guicowar horse, interposed between Kanoojee's residence and the quarters of his followers, and sent him a message to come down. Kanoojee flares up—will die first, but 300 sepoys are now marching into the town, and a field-piece is following close in their rear. "Save me from the Guicowar troops! promise me life! give me a British guard!" and this being consented to, Kanoojee burns some papers and descends, is put into a palankeen, carried to Baroda, put into irons, put eventually on boardship and ferried over the black water to Madras, where he disappears finally from history.

The experience of a few years had proved how deep and how wide was the spirit of insubordination throughout the province, the rivals and greater enemies of Annund Rao had been suppressed, his turbulent soldiery had been reduced in numbers and in spirit, and the remainder of them were overawed by the British subsidiary force; the tributaries of a large province had been brought to acknowledge the advantages of a limited authority, but still, throughout the length and breadth of the land, there existed a spirit of independence, defiant, insolent, and anarchical.

Not long before Colonel Walker's departure from India he had effected what may be called a reconciliation rather than a submission of the Koly chief of

Amlyara (Bhatteejee) with the Guicowar. This individual, occupying a village on the eastern bank of the River Mheyshwah, surrounded by rocks, ravines, or a thick and carefully preserved jungle (it was worth a man's life to cut a stick in it), carried on an organised system of robbery: scarcely removed himself above the common class, save by his personal qualities, having neither parentage nor feudal rank nor extensive domains, he attracted to himself all the daring spirits of the neighbourhood, exacted a share of the revenue of every village for miles around, compelled every trader or traveller to pay him toll, and, in short, was running, on a smaller scale, the career of the founder of the Mahratta sovereignty in Guzerat.

The story goes that on one occasion a party of strolling players fell into the hands of Bhatteejee's marauders, with the usual results, and they determined that the sharpness of their wits should supply the weakness of their hands, and procure them revenge; and pushing on to Baroda, they obtained a command to act a play in the presence of Annund Rao Guicowar. They chose for their subject their own recent misfortune, and when the court was set, the scene opened with their party toiling painfully along a wild and solitary road, cheering their spirits, however, with the thought that in a few days they should reach the presence of that great protector of the poor and munificent patron of genius, the renowned king of Guzerat. Other protection they had none, depending implicitly on the terrors of his name. Suddenly, with horrid threat and most contumelious language, rush upon them a band of caterans and proceed to strip them; from the midst of the deep base

notes of these misbegotten knaves rises high the shrill deprecatory treble of the poor children of Thespis—"Duwaee, duwaee, Annund Rao Guicowar nee!" to which the rogues respond with heavier blows and grosser language, not sparing even the majesty of Annund Rao himself. Finding this august name thus impotent, the helpless victims invoke another—"Duwaee, duwaee, Thakore Bhatteejee nee!" on which—impressive tableau—the robbers drop their weapons and their abusive language, refrain from ransacking their properties, and with bated breath and humble apologies conduct them safely through the territory of their master.

Annund Rao, enraged at this insult, questions the strollers, and orders condign punishment for the Amlyara robber-chief.

Whether true or false, this popular tale illustrates the condition of the country, and the carelessness of the Government. The fact was that the Mahrattas had as yet merely over-run the province; they had adopted a revenue system which was a little better than the organised and perpetual levy of military contributions. So long as the revenue was got in, they cared for nothing further; the idea of reciprocal duties between the governors and governed was far from them, nor had they the merit of pride in protecting those who lived under their government. In consequence, everywhere the indigenous chiefs of all degrees, who had under the Mogul government been submissive to the law as mere land-owners, began to raise their heads and to usurp the functions of a government which had virtually abdicated them. Feudal (even sovereign) rights were revived, enlarged, and abused, and the

village communities, finding themselves neglected and unprotected by the state, fell back on their ancient constitution, and then sprang up as so many little tributrary republics, having their own internal economy, and even a certain foreign policy.

These evils were prominently brought to light by the Collector of Kaira in a report addressed to Government on the condition of the Beejapoor Pergunna, in which he thus expressed himself:—

"The experience of several successive years has established beyond doubt that a great proportion of the villages in the Beejapoor Pergunna pay no obedience to the local officers, whether European or Native; that they deny the right of interference on the part of the Government, not admitting any process to be served within their respective limits; that in entering into engagements for the payment of their revenue————————never according without the presence of an armed force; finally, granting a trifling proportion of the produce of the lands they hold.

"Several other heads of villages and talookdars not only deny the authority and interference of Government, but exercise a sovereign power and decision on the rights, privileges, and property of the Company's subjects.

"This exercise of power extends to the required acknowledgment of vassalage on particular festivals, ont only from their own immediate dependents, but from the Patels of the Company's peaceable villages, where these self-created lords have by treachery, force, and injustice, established a claim to a proportion of the produce, or to a commuted equivalent

in money. They also punish all offences, whether real or imaginary, within their respective possessions, both by amercement and by the infliction of even capital punishments.

"The evils here stated are not confined to the Beejapoor Pergunna alone, but extend to those of the neighbouring districts dependant on the Guicowar, where we are, perhaps, equally bound to see them corrected.

"I am now writing from an excellent village which has been run entirely waste by the criminal conduct of the Patels, by the powerful influence they possessed over the inhabitants. This conduct will occasion to the Company a loss of about Rupees 4,000 in the present season, and will render a considerable abatement requisite for the ensuing two or three years. The presence of the Patel being required, his adherents discharged matchlocks in defiance at the head of the Bharote, who was a man of respectability in his caste, and who immediately put a period to his existence. The Patel fled beyond the Company's districts, and has since endeavoured, by liberal offers, to procure the murder of a Brahmin belonging to the village, who refrained from joining him in his criminal pursuits."

Mr. Rowles also remarked on the disorder of the Guicowar districts around, and notably of the tributary states on the east bank of the Saburmuttee, and suggested various measures of repression.

The Government of Bombay referred this report to the Resident, to ascertain how far the Guicowar government would co-operate in checking these evils (the reply is wanting), and replied to the Collector

that though the information before them as to the real state of society in Guzerat might not even yet be sufficient to enable them to pronounce with full confidence and decision on the relative rights of all the classes of its population, yet there could be no doubt that, in so far as abuses and corruptions might, in the lapse of time, have accumulated, it was consistent with justice and policy to endeavour to provide against the effect of those evils by a gradual amelioration, rather than by any hasty or forcible means.

With reference to the non-rendering of obedience by many villages, Government remarked that this was probably no more than the acknowledged case in the Pergunnas of Dundooka, Ranpoor, and Gogo, which, constituting so extensive a feature of the general state of the country, might require to be thoroughly investigated for the purpose of developing upon what principles such a slight obedience had so long continued to be tolerated by the Native governments that preceded our own, in order that the Governor in Council might clearly see his way before he proceeds to those measures of vigour which may prove requisite.

The Government therefore nominated Messrs. Rowles and Ironside and Lieutenant Robertson a committee of inquiry, directing them to " prepare a list of all the villages in the Company's pergunnas that pretend to exemption from its authority (as internally operative), or which, in other words, claim to be only its tributaries; and in the next place, to call on the Muzmoodars and Dessayes to deliver in writing, separately and without intercommunication, the most authentic historical deductions of the foundation on

which these pretensions to exemption and claims to the vassalage of others on particular occasions be found to depend; tracing their rise and progress from as far back as the muniments in their offices can furnish; to add their own remarks, and such further historical evidence as might be within their own reach, and close the whole with the expression* of their own sentiments."

On the 22nd March 1812, Captain Carnac had the satisfaction to announce the liquidation of the whole of the pecuniary demands of the Honorable Company on the state of His Highness the Guicowar; and in reply, the Government, in reference to the orders of the Honorable Court of Directors directing that on the occurrence of this event the question of gradually detaching the British authorities from that intimate and internal interference in the details of the Guicowar affairs, which necessity had rendered expedient, desired that a full and accurate view of the existing resources of the Guicowar state should be prepared, as well as a statement of the existing amount of its debts under the guarantee of the Honorable Company.

Captain Carnac replied, on the 11th October: the first point worthy of remark was that the government of the Guicowar was generally one year in arrears in its accounts; its income was habitually forestalled to that extent; it was always overdrawing its banker.

Next, the Guicowar debt, with and without the Bhandary of the Honorable Company, would not be extinguished until 1815-16, which was not quite so favourable as Colonel Walker's prospective estimate

* The report, if ever made, has disappeared from the Records of Government.

by one year, owing to causes unforeseen but explained.

Up to the close of A.D. 1811-12, the amount of the Guicowar debt was Rupees 28,81,981-3-45.

The scale of public expenditure which had been determined on by Colonel Walker had been adhered to by the administration.

A great improvement was perceptible in the efficiency of the army.

Speaking of the administration of justice:—"The arrangements for introducing a system for the administration of justice have not been overlooked in the various opportunities I have possessed of impressing its advantages on the mind of His Highness Futteh Sing. To subdue prejudice, and prevent customs of long existence, are difficulties which must yield only to availing ourselves of the natural course of events, and by applying those (?) occasions to the conviction of the mind where the defect of practices are thoroughly exposed."

However, a court of justice had been established in the capital, and a proposition had been made, which was under consideration, for the extension of such courts to the provinces.

Captain Carnac with good sense remarked—"a precipitate course of proceeding may, in a material degree, defeat the great ends of the establishment; as if it is not adopted with the full concurrence of the authorities under whose auspices it is to be maintained, or if we assert our own conviction of its advantages, without imparting that conviction to the Government itself, the consequence may prove more in courtesy to our opinion and practices than for the humane object of public justice."

Of the character of Futteh Sing Guicowar Captain Carnac thus wrote:—

"A lapse of four years enables me to speak of the qualifications of His Highness Futteh Sing with greater confidence than it was possible at a former period. His Highness' age, and the *inducements* to which he was subject *by* his accession to power, operated to a little disadvantage at the commencement of his public career. With an ingenuous mind, and inexperienced in life, the insidious representation of some of his interested relations induced His Highness for a short time to depart from that course of prudent forbearance with which his mother had studiously endeavoured to impress him. The influence of these relations gave a bias to extravagance, and the reformation which was afterwards produced is chiefly to be attributed to the natural good sense of His Highness, and to the wholesome advice both of his mother and Gungadhur Shastree.

"Since this period, the conduct of His Highness has been conformable with *perfect rectitude*, &c. &c."

Vittoba Bhow, the minister, "though inferior to his father Babajee in talent and intelligence and energy, was yet attentive to his duty, and loyal to the British government."

Wittul Rao Deewajee was "an able, zealous, and valuable public servant."

Gungadhur Shastree "from his talents, integrity, and application, had largely contributed to the reforms in the government, and his merits had now expanded to his having acquired in a very extraordinary degree

the attachment and confidence of Futteh Sing and the members of the Guicowar family."

The comments of the Government of Bombay on this report were conveyed in a letter, dated 10th April 1813. After calling for some explanations, it was remarked that the revenue showed a satisfactory progressive increase, being—

For 1808-09	.....	Rs. 55,47,722
1809-10	.....	„ 56,54,722
1810-11	.....	„ 56,45,022
1811-12	.....	„ 56,86,807

With regard to the administration of justice, it was remarked that "a court of justice, if under the control of the sovereign authority, which it is too likely to be, will only prove, under the government of a despotic, or of a weak prince, another source of oppression and of abuse which, under the cloak of a legally constituted tribunal, might probably be practised with greater success than could well be attempted by the exclusive authority of the sovereign."

After expressing satisfaction at the accounts given of the characters of Futteh Sing Guicowar and the principal members of his administration, it was said of Gungadhur Shastree—"the testimonies which have been borne to his merits have impressed the Government with a full sense of his talents and integrity, and of his attachment to British interests; the Right Honorable the Guicowar in Council (Sir Evan Nepean) concurs in the policy of acquiescing in the application of Futteh Sing that he might hold an ostensible situation in his government."

CHAPTER X.

DISCUSSIONS WITH THE PEISHWA; MURDER OF GUNGADHUR SHASTREE; TREATY OF A.D. 1817.

In this year the first incursion of Pindarees into Guzerat took place. A band of these marauders issued from Candeish, and after plundering the town of Nowsaree, retired without being disturbed.

1813.

Acts of lawless violence on the part of the Sindee mercenaries in the service of the Nuwab of Pahlunpoor demanded the interference of the allied governments. The chiefs of the soldiery had murdered the Nuwab Peeroze Khan, and, under pretence of setting up his relative, the Khan of Deesa, they kept him as a state prisoner, while the widow and child of Peeroze Khan were thrown into confinement, and treated with cruelty. The mercenaries also insolently denied the right of the Guicowar government to interfere so long as the tribute was regularly paid; a force was therefore marched to Pahlunpoor, and the faction suppressed. The Khan of Deesa having none of his own, adopted the infant son of Peeroze, and the interests of both families were thus consolidated. The Guicowar government left a guard in the town.

1814.

At the same time a treaty was concluded between the Guicowar and the Nuwab of Rhadunpoor, by which the latter acknowledged the sovereign authority of the Baroda government, which, in its turn, promised protection from external enemies, and non-interference in domestic affairs.

Captain Ballantyne reported that the Chief of Drangdra had taken forcible possession of Jhoonjivara; that the Khawas chiefs of Amrun and Jooria were behaving in a disorderly and insubordinate manner; and that those of Dwarka and Beyt had evaded every attempt to induce them to a better conduct, or the discharge of the Honorable Company's dues. It was resolved therefore to march a part of the subsidiary force into Kattywar.

And now there arose an embarrassment vexatious to the British and its ally the Guicowar, and the more grateful, on that account, to Bajee Rao Peishwa and his advisers.

The period of the farm of the Peishwa's share of Guzerat had expired in 1814, and Gungadhur Shastree was deputed to Poona to negotiate a renewal of it, as well as to arrange the pecuniary claims of that Government on the Guicowar. The renewal of the farm was refused; Trimbucjee Dinglee was appointed Soobedar; his agents at Ahmedabad issued circulars to the tributaries in Kattywar not to pay any tribute, and commenced to raise levies of Arabs and other mercenaries in the peninsula.

In the mean time, the Bombay Government prosecuted its intention of sending another force into Kattywar to coerce the Khawas chiefs of Jooria and

Amrun, who had shown a rebellious spirit against the Jam of Nowanuggur; to protect Guzerat from the incursions of the marauders from Waugor; to subjugate the Okamundul chiefs, who had failed to fulfil their engagements; and eventually to exact satisfaction for many acts of hostility from Cutch.

While these measures were in contemplation, Captain Ballantyne, who was at Umrellee with Wittul Rao Deewajee, reported first the expected, and then the actual, demise of Jam Jessajee, on the 7th August.

Suttajee, his heir presumptive, was known to be spurious, and the Khawas chiefs were at hand; some apprehension might be felt of the tranquillity of the succession, particularly as one of the late Jam's widows declared herself pregnant. With much haste Wittul Rao Deewajee despatched two Jemedars to Nowanuggur to warn the parties to keep the peace, and Captain Ballantyne deputed Soonderjee Sewjee to make inquiries. Soonderjee reported that the ladies of the late Jam's family were none of them pregnant, as was acknowledged by the lady who had previously declared herself so, and who palliated her falsehood by saying she had so written to call the immediate attention of the allied governments to the state of affairs. Jam Suttajee was there it was true, but his character and disposition were such as to cause mature consideration before acknowledging him.

Jam Suttajee himself was a kind of prisoner in the hands of his Arab troops, and Jugjeewun, the minister appointed by the late Jam, still administered the affairs of the state. The Khawases had not come to Nowanuggur; Soonderjee Sewjee had some

difficulty in getting access to him, and found him very ill.

The question of the succession to Nowanuggur was submitted to the Peishwa, as he had now resumed his paramount rights over his Kattywar tributaries.

1815. Despatches from Captain Carnac (lost) of the 27th or 28th April 1815 determined the Government to suppress the machinations of the Khawases at once in co-operation with Jam Suttajee.

The dismemberment of Jooria, Balumba, and Amrun, from the Nowanuggur state had been effected when Mehroo Khawas was minister of Jam Jessajee; by that cession the Jam had relieved himself from Mehroo's custody, as had been fully explained in the 97th and following paragraphs of Colonel Walker's despatch of 28th January 1808. To the ambition and intrigues of Mehroo were to be attributed those pecuniary claims of Cutch on Nowanuggur, to satisfy which Government had been obliged to interfere with an armed force.

Heerjee Khawas, of Amrun, had also given rendezvous to the Mallia banditti, who deposited their plunder with him.

When Colonel Walker made his settlement, the Khawas chiefs had been acknowledged, on the condition of good behaviour and due observance of their decennial engagements.

Until the Peishwa resumed the farm of his Guzerat possessions from the Guicowar, the Bombay Government had no cause to complain of the Khawas chiefs; but this was no longer the case, there was every reason

to believe that the officers of the Peishwa fomented their insubordination. It was resolved, therefore, to restore Jooria, Amrun, and Balumba, to Nowanuggur, as well as the forts of Kundorna and Purdurree, making a provision for the families of the Khawases.

The Government deemed it proper, under the altered relative positions of Nowanuggur and Baroda, to recommend the Guicowar to relinquish the extra tribute of Rs. 90,000 exacted when the British and Guicowar forces reduced Nowanuggur.

The Khawases were reduced with little trouble by a combined force, under the command of Colonel East, during the monsoon of 1815.

The questions under discussion at Poona were, as before stated, the renewal of the farm of Ahmedabad and dependant districts, and the settlement of the pecuniary claims of the Peishwa, which ranged over the whole period since the treacherous seizure of Dummajee Guicowar by Ballajee Bajee Rao in A.D. 1751.

They amounted, according to the Peishwa's accounts, which were considered in the main correct, to nearly a crore of rupees; but as the chief cause of the embarrassments of the Baroda government originated in the attachment of that family to the cause of his father, Ragoba, Bajee Rao, with affected generosity, agreed to relinquish sixty lacs (about two-thirds of his demand); but the Guicowar, setting aside any exemption as matter of favour, advanced the following counter-claims.

When Dummajee was compelled to yield up half of his Guzerat conquests to the Peishwa, he retained his rights in Broach undivided; but these rights had been assigned by the treaty of A.D. 1775 between Ragoba

and Govind Rao Guicowar on the one part, and Futteh Sing and Seeajee Rao Guicowar on the other, to the Honorable East India Company in perpetuity. The proceedings which led to that treaty, and the treaty itself, had been totally disavowed by the Supreme government; but in the treaty of Poorundhur, which was negotiated in its place, the Poona government relinquished "all claims on the revenue of the city and adjoining territory of Broach, producing three lacs of rupees, by way of showing its friendship to the English company," the Poona government having *no such claims.* The Bombay Government, however (partly in virtue of the treaty of A.D. 1775, by which it got possession, and partly in virtue of that of Poorundhur, which, though annulling the previous treaty, assigned away territory, which, by that annulment, properly reverted to the Guicowar,) had retained, and had even given away to Scindia, the town and dependant district of Broach. The Guicowar, therefore, demanded from the Peishwa indemnity for this unjustifiable alienation, which must have amounted to about one hundred and and twenty lacs of rupees.

Counter-claims were also advanced for expenses incurred in reducing Aba Shelookur (the Peishwa's Guzerat Sooba), which had been done at Bajee Rao's personal instigation, in order to thwart Nana Furnaveez, and also for the extraordinary expenses of protecting the Peishwa's territories.

The Peishwa had no desire to bring these matters to an early settlement. He was now secretly engaged in a course which made it advisable to maintain not only a material guarantee in Guzerat itself, but such

a position as might enable him either to cajole and purchase the support of the Guicowar, or, failing that, to involve his state in confusion, and thereby distract the attention and the forces of the English. While, therefore, he was positive in refusing to give up his territorial grasp on Ahmedabad, he amused the Guicowar court with interminable discussions on the pecuniary question.

Bappoo Myral, the Guicowar's usual agent at Poona, a sensible, upright, cautions, observant man, was found by the Peishwa unfit for his purposes. To prosecute the negotiation, Gungadhur Shastree had been added to the mission by Futteh Sing, but such was the dread of the violent and unprincipled character of Trimbucjee Dengley, that the Guicowar obtained a formal guarantee for the Shastree's safety from the British government.

Grant Duff.

The Shastree had been in early life a servant in the Phurkay family, and on his arrival Bajee Rao refused to see him, on the plea that Gungadhur had been insolent to him in former years when residing at Poona. This probably was merely a part of the drama which Bajee Rao had meditated; every difficulty was thrown in the way of his negotiation, until it was announced that Gungadhur Shastree was to be recalled.

To understand what followed, it must be remembered that at this time Seetaram Raojee was under strict surveillance at Baroda. What had passed since Raojee Appajee's death appeared to him and his supporters, and probably to the native community generally, merely a struggle for power between Babajee and his nephew, in which the former had got the ear and the

support of the Resident. The malversations, the neglect, the improvidence, the weakness, the bad faith, of Seetaram, were in their minds merely subordinate elements, which had not really influenced the British authorities, though they were the ostensible pretext for Seetaram's disgrace. Futteh Sing's exaltation to the post of regent had so strengthened the administration, that it had not been so necessary as before to court *one person* who had a permanent and irresistible influence over the mind of Annund Rao Guicowar, viz. his favourite wife, Tuckutbye. This lady had already testified her dissatisfaction by corresponding with Kanoojee previous to the discovery of his treason, and other ladies were also ready to aid in upsetting the administration. In the opinion of the patriotic faction, the position to which the Guicowar state had been reduced, swayed by the incessant advice, and supported by the foreign arms of the English, was disgraceful, and, as exponents of their hopes and feelings, two persons, Bhugwunt Rao, an illegitimate son of Govind Rao Guicowar, and Govind Rao Bundoojee, an adherent of Seetaram, proceeded to Poona with letters (so they said) from Annund Rao Guicowar, and even Futteh Sing, complaining of the degradation of their family, and the tyranny of Gungadhur Shastree.

The rise of the interloper Gungadhur Shastree by the favour of the Resident was hateful to the old servants of Annund Rao and Govind Rao. If he succeeded in his mission, he would be surely the next prime minister; if he failed (and he seemed to have failed), he would be recalled to Baroda; and it was doubtful

whether the presence of so firm an adherent of the English would be more dangerous at Poona or at Baroda, and his talents and information more obnoxious to the Peishwa or to Seetaram.

His entire annihilation was indispensable to Seetaram's faction; and if he could not be purchased by Bajee Rao, the resources of Guzerat were lost to the Peishwa's cause in the impending struggle to shake off the English yoke.

When, therefore, Futteh Sing consented, at the suggestion of the Bombay Government, to recall Gungadhur from Poona, a marked change took place in the behaviour of Bajee Rao to him (March 1815). He was induced to postpone his departure, and every means employed to conciliate his regard and confidence. His vanity (a weak point in the Shastree's character) was assailed. He was assured that his integrity to his master's interests, and the ability he had evinced in the negotiations and in his Baroda administration, were so appreciated, that the Peishwa intended to offer him the post of his own minister. Bajee Rao offered his sister-in-law in marriage to the Shastree's son, and acceded to an adjustment of the disputes with the Guicowar by a territorial cession, on a plan suggested by the Shastree (a fatal step) without consulting his own government. Every arrangement was made for the intended nuptials; the Shastree was tottering on the brink of ruin or of splendid success.

Grant Duff.

While these efforts were being made to seduce or to ruin the Shastree, the elements of confusion were busily prepared in Guzerat.

The turbulent Jutts and Katties of Kattywar were instigated to excesses in order to distract the attention of Colonel East's force, and two hundred horse were sent from Ahmedabad to encourage the Khawases in their rebellion.

A force was equipped at Dhar (which principality was under the influence of Seetaram Rowjee), but instead of raising contributions on the country around, it remained encamped on the frontier of Guzerat, at an expense which Dhar could not possibly have supported, and as the plot thickened, it advanced by slow steps nearer and nearer to Baroda.

The British troops at Kaira were kept on the alert by reports of the Kolies having been instigated by the Peishwa's adherents to attack them in their lines at night; there was a general feeling of insecurity through the province, and though the rapid success of Colonel East's operations in the Nowanuggur territory evinced the strength of the British arms, that force was far off, and could not have been concentrated at that season of the year under many days laborious marching.

To return to Poona. The first shock to Gungadhur Shastree's already insecure position was given by the silence of his government respecting the arrangement* which he had taken upon himself to propose to the Peishwa as a solution of existing difficulties, and to which the Peishwa had verbally consented. Every preparation had been made for the nuptials of his son and

* N.B.—There is the authority of Mr. Elphinstone's proclamation that this arrangement was favourable to the Peishwa.

of the Peishwa's sister-in-law when his eyes became partially open to his situation. He saw he had authorised the suspicion that he had neglected his master's interests in forwarding his own; he had also probably caught a glimpse of the ulterior designs of the Peishwa, and trembled at the abyss that was opening before him. To lose the favour of his own prince, and to be found fraternizing with one growing daily more and more the object of suspicion to his still more powerful patrons the English !! To break with the Peishwa, whose arm was long and vengeance implacable !! The dilemma was awful ! He temporized, and was lost; he suspended the celebration of the marriage, and he refused to allow his wife to visit Bajee Rao's palace (the scene of every foul debauchery), an offence which was never forgiven in any person; and yet he followed the Peishwa on a pilgrimage to Punderpoor, although his colleague, Bapoo Myral, warned him of his danger, and offered, at least, to accompany him. The infatuated man would neither listen to his advice, nor allow him to be of the party. He hoped to conciliate Bajee Rao, and yet to retain the good opinion of his English patrons, on whose guarantee for his safety, from long observation of its efficacy in Guzerat, he was disposed to place too entire a confidence.

At Punderpoor he dined with Bajee Rao on the 14th July, and was invited by Trimbuckjee Dinglee to repair to the temple in the evening to assist in some ceremonies on an occasion of particular solemnity. The Shastree being a little indisposed had excused himself, but upon earnest and reiterated entreaties, he

at last complied, and with a few unarmed attendants proceeding to the temple performed his devotions. He here had another interview with Bajee Rao, who was seated in the upper story of the temple in a balcony, and retired in the highest spirits from the presence fascinated, as many others had been, by the agreeable and caressing manners of the prince. He retired to his doom. He had scarcely proceeded three hundred yards down the street, when he was set upon by assassins hired by Trimbuckjee Dinglee, and nearly cut to pieces. Two agents of Seetaram Rowjee were there, and pointed out the person of the victim to the bravoes. Trimbuckjee subsequently confessed he had done the deed by the order of his master; and beyond all cavil, it had never been done had not Bajee Rao's wishes been well understood.

Mr. Elphinstone, at Bajee Rao's particular request, had not accompanied him to Punderpoor, and though he demanded an investigation, none ever took place.

The surrender of Trimbuckjee was demanded, refused, evaded, till British troops being assembled at Poona Bajee Rao's natural timidity prevailed. On the 25th September he delivered him up, and he was confined in the fort of Tanna.

Information of the Shastree's murder was conveyed to Futteh Sing by Captain Carnac on the 8th August, and was received by him first in blank astonishment. For a few seconds he was silent, and then vehemently accusing the Peishwa of the crime, he earnestly begged that the British government would throw no obstacles in the way of his just resentment in declaring war against the Poona government.

A few days afterwards the Dhar force occupied so threatening a position that it became necessary to put Seetaram under a more secure guard. The Bombay government suggested that he should be entrusted to their keeping either at Surat or Tanna, but to this Futteh Sing exhibited a marked and somewhat unexpected repugnance, but at last he was put under the guard (in his own house) of a body of British troops.

This repugnance of Futteh Sing was not to be traced to any personal partiality for Seetaram (for his feelings had been of a contrary nature), but to a mixture of proper pride and fear of the consequences of irritating, beyond hope of remedy, a faction which had shown itself so ruthless, and which had not solely external, but internal support in the palace. The Ranee Tukutbye and the adoptive mother (Gainabye) of Bhugwunt Rao Guicowar, still at Poona, had both been active in the intrigues in favour of the designs of Seetaram and the Peishwa. The former, however, (on letters from Annund Rao to Govind Rao Bundojee and *vice versâ* being intercepted towards the end of August) retraced her steps, and in an interview with the Resident gave him satisfactory assurances that Annund Rao should not do any more mischief; but she displayed her feelings by a bitter invective against the Shastree for having been the cause of her sequestration and confinement for corresponding with Kanoojee at Padra. All the ladies of the Guicowar family, moreover, collectively urged on Futteh Sing that it would be ignominious to surrender the son of Rowjee Appajee to the English.

Bhugwunt Rao Guicowar and Govind Rao Bundoojee

were handed over to the Guicowar in November and confined in hill-forts, and Futteh Sing granted the reversion of Gungadhur's office to his son.

The situation of affairs between the Guicowar and the Peishwa with reference to Kattywar was very much confused in consequence of the British government having omitted, as it seemed, to obtain from the latter any sanction to the perpetual settlement made by Colonel Walker.

The memorandum drawn up by the Guicowar government in A.D. 1802-3 of their respective shares, both in the tribute of that province and of the Mahee Kanta, calculated the Peishwa's share in Kattywar at 5,38,019½, or rather, through an error in summing up, Rupees 4,80,419½, "does not appear (Mr. Chaplin says) to have been acceded to or accepted, or even communicated to the Peishwa till A.D. 1814-15, when the Resident presented it on the agitation of the renewal of the farm of Ahmedabad."

Book of Treaties, page 555.

Nor were the proceedings of the British and Guicowar governments in Kattywar communicated (at least formally) to the Peishwa till A.D. 1814-15 (the exact date does not appear), when Mr. Elphinstone acquainted him of them in a memorandum (page 556, Book of Treaties), in which he stated in general terms that the allied governments had granted Kuols to the Bhoomias, but as "Shreemunt Peishwa had appointed another person to the office of Sirsooba, it is necessary to make an arrangement for the future." He then went on to say, that the "English Company had made a ten years' settlement with the Bhoomias (omitting

the fact that this was to be renewed for ever), and would make the securities pay for those ten years," and the Peishwa was not to interfere, nor his Sirsooba to advance any other claim against them, nor exercise any authority over them or their ryots. After the expiration of ten years, if the tributaries would not pay, the British government was "not to be responsible," but "the three powers may then consult together, and take securities for the payment of the tribute in future similar to those already taken. By this arrangement the collection will be made without any expense; if this be not done, the Guicowar and Peishwa should, after consulting each other, adopt measures for the collection of the tribute, and should bear the expense proportionately; but if the peace of Kattywar be disturbed, it will occasion loss to the Shreemunt Peishwa as well as to the Guicowar and the Honorable English Company; therefore the tribute should be levied according to the existing agreement, and a greater demand should not be made; no troops should be sent into the country as long as the tribute can be collected peaceably; the ancient usages of the Bhoomias, which are detailed in a separate agreement, should be conformed to, and the Sirsooba should act according to the communications of the Resident at Baroda."

In a letter, dated 6th March 1816, the Bombay government conveyed to the Resident the commands of the Governor General with respect to the expectation of the Baroda government of compensation and satisfaction for the murder of the Shastree. It was decided that the surrender of Trimbuckjee had

relieved the Peishwa from all responsibility, and that it could not be made the ground for demanding even a favourable settlement of the questions pending between the Guicowar and the Peishwa, for which a separate negotiation might be renewed on the basis of the proposition made by Gungadhur Shastree for the cession of territory to the Peishwa of the value of seven lacs of rupees per annum.

Further discussions were carried on through the year 1816 on the Peishwa's claims, but as they ended in nothing, and the knot was finally severed by the sword, it is needless to detail them.

For some time past the Home government, as well as that of Bombay, had been desirous, since the liquidation of the debt to the Company, to withdraw from that close domestic interference in the affairs of the Guicowar state which events had in the first instance imposed on them, and it was soon found that in proportion to the intimacy of the previous connection was the difficulty of relaxing it.

Anxious parents seldom perceive so early as their sons the irksomeness of paternal control, and the latter are sooner conscious or more ignorant of the maturity of their powers; but what is true in the domestic relations, is much more true in those which have not the prescriptive sanctity, and the reciprocal affection of the family; most of all is it to be expected when the connection subsists between a foreign protector and a native government. The son, or the pupil, may feel that his father's or tutor's views are entirely disinterested, though mistaken, but in affairs of state this entire disinterestedness, though often asserted, is never believed,

and when also a distinct price had been paid by the inferior for the protection of the superior power, the former is naturally inclined to consider the whole matter as one of material profit and loss.

The assistance given to the Guicowar by the Honorable Company had been timely, and it had been efficacious; but no one was deceived into the idea that it had been disinterested or gratuitous. The Guicowar state had been the utensil of the Honorable Company; it had been embraced as an ally when required, and dismissed when no longer wanted; treaties had been made respecting it, in which it was not consulted; treaties had been made with it, which had been abrogated when it suited the Company's convenience; sometimes it had been induced to wage war with the Peishwa as an independent state, and then again, on the return of peace, it had been acknowledged as a vassal merely of the Mahratta empire; thus its external policy had been altogether dictated. But the constant well-meaning dictation in domestic affairs under the guise of advice of the Resident, and still worse, the ever-prying intermeddling action of his native agent, must have been galling in the extreme to any Chief of spirit, and the candid compiler must admit that gradually, almost imperceptibly, the habitude of advice had induced a tone more lordly, an impatience more impatient, and an assumption more aggressive, than in the days of Governor Duncan and Colonel Walker.

When Major Carnac was consulted about the withdrawal from this too intimate supervision, he found many reasons why it should be continued; at all

events a little while longer, till the political horizon was more clear. There is every reason to believe that the influence of Gungadhur Shastree, who, from being the English native agent, became a minister of state, was justly deprecated by some, and detested by others, at the court of Futteh Sing. From Major Carnac's own statement (27th July 1816) he had exercised a severe control over that young prince, and was probably mainly valued by the Resident for doing so; but the bow of youth will not always be bent, and it must have been evident to a careful observer that Futteh Sing, who had now been Chief of the State for several years, would seize the first opportunity to emancipate himself, and indulge his ambition and his passions. At this period of his life he required very delicate handling, but it seems injudicious, and infers a want both of foresight and insight, that at this very moment the Resident should have resolved to force on him a new Mentor in the person of Dhackjee Dadajee, the native agent who had succeeded Gungadhur Shastree. The escapades of youth, even of youthful princes, are often deemed more dangerous and more ominous of ultimate lapse and ruin than experience justifies. Futteh Sing had been largely eulogised by Major Carnac for the qualities of his head and heart, and wisdom would probably have relaxed (with a watchful eye however) the reins rather than drawn them closer at this period of his life.

"Late events had (Major Carnac wrote) shown an increasing unwillingness on the part of Futteh Sing to meet the wishes of the British government. The loss of Gungadhur Shastree was not more severely felt

by Futteh Sing in his public capacity than it was (unfortunately for him) in his private life. The Shastree was no sooner gone, than the check which he (the Shastree) had placed on his natural inclinations was removed, and, yielding himself up to low pleasures, he cultivated the friendship and society of men notorious for dissolute principles. He had an opportunity of comparing the agreeable services of his new adherents with the more rigid and less palatable observances of the Shastree; he showed himself to be actuated on every occasion by an antipathy to abide by the injunctions of his former invaluable preceptor. I have already stated instances of backwardness in Futteh Sing to meet the wishes, or obtain the approbation, of the British government; and though we can scarcely complain of his conduct on these occasions beyond regretting his want of discrimination, yet if they are appreciated by his general conduct and disposition as exemplified in the proceedings I am about to relate, the Right Honorable the Governor in Council will, perhaps, entertain no doubt of his having been then actuated by a spirit of opposition little short of insult to the British government."

Major Carnac then referred to one Bechur Mankeydas, who had lent the prince money, and who, in return, "threw the concerns of government into his hands," and "measures were thus carried into execution exceedingly injurious to the revenues of the Government." The Resident expostulated and "determined to persevere in *lenient measures* for a length of time. It was also my wish to see how far it would be possible for Dhackjee Dadajee to bring him to a proper

sense of his duty and dignity." When Dhackjee arrived at Baroda, Futteh Sing being "taught to consider Dhackjee as a man who would be to him another Shastree," delayed and refused the ceremony of his presentation, and obliged Major Carnac to tell him that "he could admit of no further trifling, and that he must see the new native agent the next day. As I was very desirous to give a fair trial to Dhackjee to acquire an influence over Futteh Sing, Dhackjee was introduced at durbar the following day." At this interview Major Carnac told Futteh Sing in the most express terms "that he could not be allowed to employ Bechur Mankeydas; that he had with difficulty prevailed on a most respectable native of Bombay to be the channel of communication, and as he was in every respect qualified to examine into minor details, and to assist us both with correct information, he hoped, &c. &c."

Futteh Sing was intimidated enough not to employ Bechur openly, but he acted entirely by his advice; no one connected with the administration was permitted to hold intercourse with Dhackjee, and every obstacle was presented to the smallest information being obtained by him, "and when Major Carnac remonstrated and threatened, Futteh Sing said he wished to retire for the present from the administration of affairs."

Futteh Sing next denied that the bankers, who had advanced money to the mission on the faith of the Company's government, had any claim to its interference, "while Major Carnac told them that, as

the mission was under its guarantee, the Bombay government would see them indemnified."

Bechur Mankeydas was eventually sent away, but "the sentiments of Futteh Sing were so changed, that it was with great difficulty he would be got to transact business."

In the discussions which preceded the removal of Seetaram to the custody of the Bombay government, the right of the latter to insist on his surrender had been argued in a manner which seemed objectionable to the Governor General, and the following despatch laid down the relative situation of the allied powers:—

To Francis Warden, Esquire,
Chief Secretary to the Government of Bombay.

Sir,—I am directed to acknowledge the receipt of your despatches of the 15th of January and 12th of February, reporting the progress and result of the negotiation with Futteh Sing Guicowar relative to the removal of Seetaram Rowjee from Baroda to the British territories. The ultimate assent of Futteh Sing to that measure has given satisfaction to the Governor General in Council, and though His Lordship in Council is apprehensive that Bombay is a less unexceptionable place for his residence than another station might be, he is assured that the vigilance of the Governor in Council and of the subordinate authorities will be successfully exerted to prevent the occurrence of any embarrassing consequences arising from his residence there.

2. The attention of the Governor General in

Council has been attracted by the tenor of a part of your despatches to Captain Carnac, under dates the 15th January and 12th of February, especially the concluding paragraphs of the former one; and I have been instructed to request you to communicate to the Right Honorable the Governor in Council the following observations, which have occurred to the Governor General in Council on the perusal of those passages.

3. In adverting to the opposition offered by Futteh Sing to the removal of Seetaram Rowjee to the British territories, and to the asserted right of Futteh Sing to punish his own servants, it is observed that the arguments employed in support of that right might have been forcibly combated by an exposition of the nature of our connection with the Baroda state, which is declared to be of a peculiar character, and entirely different from any of the alliances subsisting with the other native powers. This observation is followed by a statement of the Right Honorable the Governor in Council's opinion relative to the extent of the right of control over the conduct and affairs of the Guicowar state acquired by the British government under the operation of its Bhundary engagements with that state, whence a conclusion is deduced that the Honorable Company is not only answerable for the just appropriation of the resources of that government (a responsibility which would necessarily involve a legitimate right to control its expenditure), but that it possesses, as guardian of the Baroda state, an authority over the officers entrusted with the administration of the public affairs equally with the Guicowar.

4. It is with great reluctance that the Governor

General in Council intimates even a doubt on the construction given by the Governor in Council of Bombay to an engagement of such importance as that under consideration; but His Lordship in Council is satisfied that the Governor of Bombay will feel the necessity of leaving no question as the correct interpretation of that engagement, and will receive the observations which it becomes the duty of His Lordship in Council to state, in the same spirit of candour and common regard for the public interests which His Lordship in Council has the satisfaction to think has always marked the intercourse between the two governments.

5. It appears to the Governor General in Council that the right of interference claimed by the Governor in Council of Bombay under the Honorable Company's Bhundary, would not be borne out by the equitable construction of that engagement, as explained in the despatch from Colonel Walker to the Government of Bombay, under date the 15th of October 1805. The Bhundary, it is true, gives the British government a power of control over the Guicowar almost unlimited in a particular direction, (that is as far as applies to the purpose of securing the application of those means which have been pledged for the fulfilment of the pecuniary obligation by the Guicowar to a third party), but neither that power of control, nor any modified degree of it, is given by the Bhundary for any other purpose; and His Lordship in Council is unable to satisfy himself that the limited and specific power above described could warrant our founding on it a right to demand the punishment of Seetaram on the assumed probability that his continuance within the

Guicowar territories may produce disturbances, leading eventually, and through various stages, to consequences involving the stability of those funds pledged for the payments regarding which we have given our Bhundary.

6. His Lordship in Council does not mean to maintain that the British government may not on a particular occasion, under the power derived from the Bhundary, interfere in the manner described in your letter to Captain Carnac, if it were to be really evident that by gross mismanagement or abuses the country were going to ruin. This, however, is an extreme case, and one to which Seetaram's bears no resemblance; and His Lordship in Council is thence of opinion that the Bhundary does not confer on us the uniform and systematic participation on the internal authority of the Guicowar's government, which appears claimed in the passage of your letter above quoted.

7. With reference to the observation that our connection with the Baroda state is of a peculiar character, and entirely different from any of the alliances subsisting with the other native power, I am directed to observe it is the existence of the Bhundary alone that constitutes that difference. The treaty itself, which must be received as the interpreter of the relations between the two states, is framed on the model of the treaty of Hyderabad, and if the obligation of the Bhundary were to cease, our connection with the Guicowar would not differ in principle from our subsidiary alliance with the Nizam or the Peishwa.

8. The Governor General in Council has felt these remarks on the tenor of the passages in your letters

above referred to, to be expedient, lest your procedure should rest on a disputable plea when it may found itself on a position of the clearest equity. In undertaking to exact due reparation for the murder of Gungadhur Shastree, the British government had charged itself with an interest the dearest possible to the Guicowar, and the deduction is irrefragable that His Highness must be understood as bound to contribute the most active support to the British government towards punishing all those engaged in that nefarious transaction. The suspicion is not only violent against Seetaram, but just apprehension was to be entertained that his intrigues would interfere further with those pending settlements once more put into train under the renewed protection of the British government. The latter power had thence the undoubted right in the particular case to require from the court of Baroda the fullest concurrence in any measures which pointed to infliction on the past atrocity, or to security for the revived negotiation. As this title, however, obviously arises out of the nature of the special transaction and not out of the terms of the Bhundary, the Governor General in Council has thought it necessary to mark the discrimination, and he assures himself that when the Right Honorable the Governor in Council shall have considered the distinction, his sentiments will accede to it.

9. The only other point on which it appears to the Governor General in Council to be necessary to offer any remark is the declaration to Futteh Sing prescribed in the concluding paragraph of the instruc-

tion to the Resident at Baroda of the 15th January. The necessity of such a declaration at the moment is not apparent to His Lordship in Council, who is apprehensive that it may prematurely lead to the agitation of a question, the moving of which it would have been desirable to retain in the hands of the British government exclusively.

I have the honour to be, &c.

(Signed) J. ADAM,
Secretary to Government.

Fort William, 16*th March* 1816.

The events of the year in Kattywar comprised the invasion of Cutch by a British force under the command of Colonel East and the Guicowar contingent (consisting of 3000 horse and foot and some guns), the conquest of Okamundul, the expulsion of Arab Sebundy from Nowanuggur, and the release of the Nuwab of Joonaghur from the tyranny of Oomur Mokassum.

The first occurrence does not concern the object of the present memoir, excepting that it was undertaken (among other reasons) in consequence of the depredations of Cutch subjects in the tributary states of Kattywar.

The conquest of Okamundul was determined on in consequence of the renewed piracies and robberies of the chiefs and people as explained by the Government of Bombay in the following words:—

"The arrangements made by Colonel Walker on

the 12th November 1809 having been guaranteed under the Adzameen (counter-security) of the Guicowar state, which affords to His Highness the right of interference, and to exercise a certain degree of control over the affairs of Okamundul, you are desired to communicate to the Guicowar government the circumstances which have compelled the British government to order a force to be detached from the army under Colonel East for the purpose of obtaining possession of Okamundul and its dependencies.

"The chieftains of the country have not only failed in their engagements, but piracies have continued to be carried on from their ports; it becomes, therefore, essentially necessary that we should introduce some regular system of government within their territories, and require the co-operation of the Baroda government in the measure to be adopted for effecting it.

"The Governor in Council is not aware that the Adzameen gives the Guicowar any right of preference to the country, or that it should operate so as to prevent the British government from making such arrangements as are necessary, not only for its own interests, but for those of every other state in the vicinity. But should the Guicowar government feel itself competent to control the country, and His Highness be disposed to hold himself answerable for the future good conduct of those pirates; engage for the liquidation of the sums still due to the British Government, and for that purpose be desirous of introducing his own authority into Okamundul, the British government is by no means desirous of occupying a territory far

more likely to produce trouble than profit in the management, and will readily acquiesce in any other arrangement which may be more acceptable to its ally."

Okamundul was accordingly occupied and (with the exception of Dwarka) without any semblance of opposition.

For the acceptable service of releasing him from the power of Oomur Mokassum, the Nawab of Joonaghur agreed first to pay the expenses of the British force; second, to charge the expenses on his Moolukgeeree receipts; third, to assist with troops in the realisation of his Moolukgeeree entrusted to the British government; fourth, to give up his Moolukgeeree claims on the Company's districts of Dhundooka, Rampoor, and Gogo; fifth, to make a territorial cession valued at one lac of corees for the expenses of a British agency; sixth, to engage to keep no more Arabs, except some persons named. At the same time the Nawab appointed Rughonath and Runchor his ministers.

The Bombay government approved of the first article; desired that the second should be modified, so that the reimbursement should not be shaken by any condition; assented to the third; declined the territorial cession; sanctioned the sixth, and, while accepting the relinquishment in its favour of the Moolukgeeree rights in Gogo, Dhundooka, and Rampoor, desired that Dhollera should also participate in this advantage.

The Peishwa having entrusted to the Bombay government the collection of its tribute from Kattywar, Captain Ballantyne was appointed to that charge and applied for the aid of a force, to be furnished or paid by the Peishwa for this duty, and for the protection

of his tributaries from external violence, as the Guicowar, having now no concern in the matter, could not be expected to furnish the assistance of his troops for that purpose. Some discussion having arisen about this, and Captain Carnac having urged the duty of the Peishwa to protect his tributaries in the same manner as the Guicowar, the Bombay government in reply stated its intention to detach a battalion of native infantry to Kattywar, as had been proposed by Colonel Walker (15th May 1808), but it "was disappointed that not one of the leading chieftains of the country should have been induced, through the influence of Captain Ballantyne's exertions in the province, supported by the Guicowar contingent, to fulfil the obligations of his engagement. It was expected that the chief of Nowanuggur at least, who has so repeatedly experienced the efforts of our power, would have set an example of punctuality in the payment of his tribute. It appeared that the policy of the British and Guicowar governments had been to exclude the Peishwa from all interference in *its internal affairs*, and the latter had therefore a right to expect that those parties should guarantee to him the receipt of his tribute without expense, and, therefore, the addition of the aforesaid battalion of native infantry to the Guicowar force already in the country ought to suffice."

The Government likewise (5th September 1816) had mooted the question of the tributaries doing something to protect themselves by "the organization of a plan of internal police, which it was concluded might be generally established throughout the province, as neither the British nor the Guicowar government

can, under existing engagements, provide for a protection of this description."

1817. The escape of Trimbukjee Dinglee, the countenance afforded him by his master, and the intrigues of Bajee Rao, produced the Treaty of Poona dated 13th June 1817.

By the 4th article, the Peishwa bound himself neither to maintain at any foreign court, nor to receive at his own, any envoy or agents, and to hold no communication with any power except through the British Resident. He recognised the dissolution in form and substance of the Mahratta confederacy, and renounced all connection with the other Mahratta powers, whether arising from his former situation of executive head of the Mahratta empire, or from any other cause; he also pledged himself to advance no claims on the lands of Sindia, Holkar, Bhonsla, or Guicowar.

By the 5th article he specially renounced all future demands on the Guicowar, either pecuniary or for supremacy or other cause, and agreed for an annual payment of four lacs of rupees to relinquish all claims for pecuniary arrears.

By the 7th article he ceded territory to the Honorable Company, including all his rights and territories in Guzerat, with the exception of Ahmedabad, Orpar, and the annual payment from the Guicowar.

By the 5th article he granted a perpetual farm of Ahmedabad and its dependencies (except the tribute of Kattywar ceded to the Company by the 7th article) to the Guicowar and his successors for 4½ lacs of rupees per annum.

The sunnud for the farm was dated 19th September 1817, and stated that as the sum of four lacs and a-half of rupees annually accruing from the districts had, together with the Government authority over it, been ceded to the British government on account of military expenses, "you will continue to pay the sum of four lacs and a-half of rupees annually, and, obtaining a receipt for the same, act in concurrence with the British government."

This treaty was followed up by another between the Honorable Company and His Highness the Guicowar, dated 6th November 1817, which was styled Supplemental to the treaty of 1805.

By the 1st article the Guicowar subsidized an additional force of one battalion of native infantry of not less than one thousand men and two regiments of native cavalry of the same strength as the cavalry regiment belonging to the Poona subsidiary force.*

By the 2nd article the subsidiary force was to be at all times ready to perform the former services, and with the exception of one regiment of infantry all might be marched against an enemy beyond the Guicowar dominions. This force was therefore now fixed at four regiments of infantry at 1000, or five regiments of 800 strong, two regiments of native cavalry (1000 men), one company of European artillery, with proportion of gun lascars, with necessary ordnance and other stores.

By the 3rd article the Guicowar ceded all the rights acquired by the perpetual farm of Ahmedabad

* The cavalry regiment of the Poona subsidiary was of the same strength as that of Hyderabad, which (page 408, Book of Treaties) was 500 strong.

in perpetuity to the Company for the regular payment of the augmented subsidiary force.

By article four the Pergunnas of Dubhoee, Bhadurpoor, and Sowlee, belonging to the Honorable Company, were exchanged for the Guicowar's share of the city of Ahmedabad and a portion of the Pergunna of Pitlaud, the Guicowar retaining his fort or Havelee and the dependant district of Duskrohee.

By the 5th article, in consideration of advantages in the above exchange accruing to the Guicowar, he agreed to assign territory near Surat or in Pitlaud in exchange for the Moghulaee claims of the Company in the Surat Attaveesee.

By the 6th article, the Pergunna of Beejapoor was exchanged for other districts "of equal produce, particularised in a separate list annexed" (page 173, Book of Treaties). The 8th article assigned to the Guicowar the provinces of Okamundul and the Island of Beyt, with all the rights of sovereignty thereof, and all the forts they contained.

By article 8 the Guicowar bound himself to maintain a body of 3000 effective cavalry, "to conform to the advice and suggestions of the British government relative to the formation and equipment of the contingent of horse, its regular monthly payment, the condition of its arms and accoutrements, according to the customs of the Guicowar government." Its muster to be taken "at the time of its payment, on the day of the new moon of every month, by the Guicowar government and the Resident," or, if the force be detached from Baroda on service, by the British and Guicowar officers on the spot.

Article 9 provided that offenders taking refuge in the jurisdiction of either party should be surrendered on demand.

Article 10 confirmed all the articles of the Treaty of 1805 "not contrary to the present engagement."

Article 11 provided that the supplemental treaty should be binding when ratified by the Governor General. It was ratified on 12th March 1818.

An additional article was subsequently affixed to this treaty on the 2nd October 1818, by which, in lieu of the cession specified in the 4th article of the treaty in exchange for the districts of Dubhoee, Bhadurpoor, and Sowlee, it was determined to assign the Honorable Company the Guicowar's Duskrohee, inclusive of Domalla and Inam assignments, with the Havelee in the city, and the Kusba of Mota, and the Pergunna of Tarkeesur in the Surat Attaveesee as specified in the annexed detailed account of territories and rights so exchanged (page 174, Book of Treaties); also the Guicowar rights in the Kusba of Omrut were exchanged for the Company's rights in the Kusba of Pitlaud. The additional article was ratified by the Governor General on the 28th November 1818, and thus the Peishwa was extruded from Guzerat.

SCHEDULE B.

Of the funds assigned, and territories ceded, in perpetual sovereignty by His Highness Annund Rao Guicowar Senakaskhel Shumshere Bahadoor to the Honorable English East India Company, under the

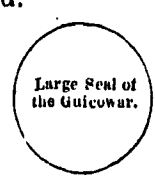
supplemental Treaty dated 6th November 1817 (corresponding with 25th Zilhuj 1232, or Sumvut 1873, in the month of Ashvin) in order to provide for the regular payment of the additional troops subsidised.

Districts composing the perpetual farm of Ahmedabad, ceded and accepted at nett Rupees 12,61,969-2-50 subject to all the conditions of the farm :—

	Nett Rupees.
Half of the city of Ahmedabad	12,61,969 2 50
Peishwa's Duskroliee Pergunna	
Veerungaum	
Purantej, and Peishwa's share in Harsool and Morassa Punchmahals, as follows :—	
Mehmoodabad	
Aleena, or otherwise Thamna ..	
Thasra	
Antrolee	
Balasinor and Veerpoor	
Half of the town and Pergunna of Pitlaud	

Dated Baroda, the 1st Zilhuj Soorsun tessa Ushur Myatyne Wu Uluf, 2nd October 1818.

This is completed.



SCHEDULE C,

Or Statement of Districts, with the revenues of each exchanged with the Guicowar Government, including the exchange of the Pergunna of Vijapoor, as set forth in Article 6th of the Supplemental Treaty.

Dr. **Cr.**

	Rs.	qr.	r.
To Vijapoor and Tuppa Sumaoo of Kurree	1,66,647	1	0
,, Dubhoee	2,07,918	2	20
,, Bahadurpoor	14,377	1	32
,, Saolee	75,333	0	0
,, Moglaee dues of the Surat Attaveesee	75,763	1	25
To amount of Killedaree Babuthe, collected by the Kaira Collector from the Jagheer villages of Sundhana, Antrolee, and Wasna of Soobhanjee Tol, which was not deducted from the amount at which these villages were ceded to the Honorable Company	1,652	0	0
To amount of Sydpoor village, ceded by the Guicowar Government with the Duskrohee Rs. 1,800 0 0			
,, Proportion of increase of 20,000 on 56,000 Rupees of Duskrohee, as explained by the 17th paragraph of a letter of the 15th June 1818 ,, 642 0 0	2,442	0	0
To amount of Dhurmadao Lungur, being charities of the Ahmedabad Duskrohee	1,824	0	81
,, Kusba Town of Petlaud, and Sayer of the district	32,890	2	31
	5,78,848	0	89
To Balance to be made up to the Guicowar by the transfer of the village in Petlaud or the Surat Attaveesee.	2,117	1	69
Rupees....	5,80,965	2	58

			Rs.	qr.	r.
By Kupurbund	Rs.	52,600 0 0			
,, Bhalej	,,	40,000 0 0			
,, Kurod	,,	60,000 0 0			
,, 3 villages of Soobhanjee Pol, viz:— Sundhana of Petlaud Pergunna, Antrolee of Matur Pergunna, and Wasna of Monedha Pergunna	Rs.	9,047 1 0			
,, Kumee village of Ahmedabad, Duskrohee Pergunna	,,	5,000 0 0	1,66,647	1	0
,, City of Ahmedabad			1,65,313	3	7
,, Pergunna Ahmedabad, Duskrohee Havelee			1,86,000	0	0
,, Tarkeesur and Motakusba of Surat Attaveesee	Rs.	29,641 0 0			
Deduct therefrom Moglaee	,,	1,007 0 0			
		28,634 0 0			
Which is settled in favour of the Honorable Company for			27,996	2	51
,, Moglaee of Motakusba of Surat Attaveesee			1,007	0	0
,, Kusba town of Omrut			34,001	0	0
Rupees....			5,80,965	2	58

Dated Baroda, the 1st Zilhuj Soorsun tessa Ushur Myatyne Wu Uluf.

This is completed.

Small seal of the Guicowar.

Large seal of the Guicowar.

CHAPTER XI.

FROM THE TREATY OF A.D. 1817 TO THE HONORABLE M. ELPHINSTONE'S VISIT TO BARODA, A.D. 1821.

1818 to 1821.

A LETTER from Captain Elwood at Poorbunder, dated 13th March 1818, announced to the Resident that the Waghers of Okamundul had revolted against the Guicowar authority, had already plundered some places, and threatened Dwarka.

On the 20th May, Captain Ballantyne wrote that the rebels had been too successful in their resistance to the Guicowar troops to admit the hope of an early settlement.

The Guicowar government aided in the Pindaree war by a large contingent of cavalry sent into Malwa, and placed all its resources so cordially and unreservedly at the disposal of the British government in the war with the Peishwa, as to call forth repeated expressions of its satisfaction.

Futteh Sing Guicowar died after a short illness on the evening of the 23rd August, on which occasion

the following proclamation was published in the *Bombay Courier* on Wednesday, 1st September:—

"The Right Honorable the Governor in Council has received, with feelings of unfeigned regret, intelligence of the death of His Highness Futteh Sing Rao, Guicowar at Baroda, on the evening of the 23rd of last month, after an illness of five days.

"As a mark of respect for the character of a prince who had ever manifested the strongest attachment to the British government, the Governor in Council is pleased to direct that the flag be hoisted half-mast high on the flagstaff in the garrison to-morrow at sunrise, and that minute guns, to the number of 26, the age of His late Highness, be at the same time fired from Hornby's battery."

The death of Futteh Sing brought out three claimants for the regency: the son of Tuckutbye, an adopted son of the widow of Futteh Sing, named Govind Rao; and Seeajee Rao Guicowar. The pretensions of the two former were obviously defective, Tuckutbye not being, according to Mahratta law and precedent, a legal wife, and Futteh Sing's adopted son incapable of succeeding while any members of the Guicowar family of full blood were to be found. Nevertheless some opposition was shown both by the ladies and the ministers. This, however, was overcome by Major Carnac's tact and resolution, and Seeajee Rao's character, disposition, and capacity being favourably spoken of by him, he was invested by Annund Rao with all the powers of his predecessor.

The dissensions in the palace, and the strong party which had resisted Syajee Rao's advancement to the regency, and which still put forward the claims of Govind Rao* to the reversion of the throne itself, induced Syajee to look around for support. As Witoba Bhow, the minister (son of Babajee), had opposed him, he became anxious for the return to Baroda of Seetaram, and expressed much discontent when this request was refused by the Bombay government. For the present he was allowed, however, to entrust the State seal to Seetaram's son. At the same time he cast his eyes on Dhackjee Dadajee, the native agent, and requested that he might be transferred to his service, hoping that he would bring with him an influence with the Resident, and that "his unassuming disposition" would make him a pliant and obedient servant; for the young prince had already shown a strength of will, combined with a love of power, which had been long wanting in those members of his family who had ruled the state.

1819.

This application was granted, and the native agent, like his predecessor, passed into the Guicowar's service.

Captain Carnac reported very favourably of the progress made in reducing the debt this year, and the government was equally gratified; but when the

* Note.—Govind Rao was the son of Gunput Rao Guicowar. On Futteh Sing's death his widow Radhabye had threatened to become Suttee, and was distracted from that act by being allowed to adopt a son. It was, however, declared at the time by Captain Carnac, and subsequently by the Bombay government, that this was not to give the boy any claim whatever to the succession which he did not possess before.

Resident pointed out that Syajee expected, according to the 8th article of the late treaty, to participate in the conquests made in the late war in reward of his co-operation, pointing out that one regiment of infantry, two regiments of cavalry of the subsidiary force had for some time been serving in Malwa, as well as a large body of his own horse, at a very heavy expense, though the war was over; the Government of Bombay replied that, " though the fullest acknowledgments were due to the Guicowar for the fidelity and attachment he has evinced for the British interests, and the promptitude with which he has co-operated in promoting the general objects of the alliance, it must, at the same time, be recollected that the Baroda state has fully participated in these advantages, and in that security which have resulted from the successful termination of the late contest,—advantages which must have contributed in a powerful degree to enable it, while it conformed to the stipulations of the existing treaties, to prosecute those economical arrangements which have brought its finances to so prosperous a condition. This observation equally applies to the notice that has been taken of the expenses incurred by the Guicowar by the employment of a contingent of horse in Malwa, exclusive entirely of the sum contributed by His Highnesss annually in payment of subsidy. That expense the Guicowar must in a very considerable degree have incurred under any circumstances, even if his troops had not been employed in Malwa. It will not be denied that the security of His Highness' territory is not as effectually provided for as if they were stationed within the limits of the Guicowar territory, nor can

it be urged that the British government does not bear more than its full share of the expense which is indispensable to the consolidation of those arrangements which the Supreme government is maturing with views not limited to its own interests, but embracing those of His Highness, and of the petty states on the frontiers of Guzerat, which have suffered so much from the effects of the disorganised state in which they have been unfortunately so long involved.

"A just consideration to the liberal policy by which His Lordship in Council is guided, will, the Governor in Council is confident, satisfy the Baroda government that the force which it is bound to maintain cannot be more advantageously employed for its own interest than in Malwa; and whilst the Guicowar has no occasion, as appears to the Governor in Council, to supply its place by any augmentation of its military establishment for the internal tranquillity of its territories, the permanency of its employment in an advanced position ought to be an object rather to be desired than otherwise, since it so completely protects His Highness' possessions against external attack."

Syajee Rao, however, was not satisfied with this reasoning, and his counter-arguments will be found in the following letter from the Resident, dated 24th June 1819:—

To William Newnham, Esquire,
Acting Chief Secretary, Bombay.

Sir,—At some of the interviews I have had with His Highness Syajee Rao, after the transaction of the business upon which I was engaged, he has often

introduced the subject of his zealous and faithful co-operation with us during the campaign of 1817 and 1818, and noticed the services he is still rendering by the employment of a great proportion of his subsidiary in Malwa, and a considerable body of his own horse and foot; and asked me whether the British government intended him to share in any of the territory acquired, in return for the value of his co-operation, and as some compensation for the great expense his government had been subjected to. His Highness further remarked, territory was obtained by the Nizam and Salabut Khan of Ellichpoor. I told His Highness that I was not aware of any partition of territory having taken place, and having received the reply of Mr. Secretary Newnham to Captain Carnac's despatch of the 22nd of February 1819, the concluding paragraphs of which relate to those subjects, I made use of them as arguments to convince His Highness that he had most essentially benefited by the arrangements that had taken place from the improved security and tranquillity of his territories; and that although he had been exposed to an increased expense, still such would have been unavoidable for the protection of his interests generally. To this and other arguments His Highness replied by urging on my attention the 8th article of the treaty, by which the Honorable Company had bound themselves to take into consideration the pretensions of the Guicowar government to benefit by any future partition of territory acquired in foreign wars, and intimated his anxiety that I would make known these wishes and expectations to the Right Honorable the Governor.

His Highness' pretensions to consideration seems, if admitted, to rest on the last treaty with the British government being concluded so late as the 6th of November 1817. No benefit or advantage the Guicowar state did acquire by the treaty of Poona on the 13th of June 1815 preceding, can be calculated on as resulting to them from the subsequent war. If, therefore, His Highness' government have any claim to the benefits held out in the 8th article of the late treaty, or any just pretensions to participate in the conquests acquired and obtained in which their troops were employed, or in the general conquests throughout the war, it is on these grounds it is entitled to consideration.

It is true an exemption of four lacs of rupees of tribute has been obtained, but this is urged to be unequal to the just expectations the Guicowar had reason to indulge and doubts are started. How far such a claim *could* have been enforced after the rupture which took place between the Peishwa, the British and their allies (of which the Guicowar had become one), His Highness considers the tribute to have actually ceased from the date of the rupture. The aid or force contributed by the Guicowar, and available to the general objects of the war, may be calculated, exclusive of the subsidiary force, which amounts to Rupees 24,31,969-3-50, at the sum of Rupees 15,31,995-2-64 annually, making a total of Rupees 39,63,965-1-54.

I have, &c.

Baroda, 24th June 1819.

The widows of Futteh Sing and adherents of Govind Rao, after considerable dissension in the palace with Syajee Rao, sent Vakeels to Bombay to induce the Government to interfere in their behalf. It appeared that when Govind Rao's adoption was consented to by Captain Carnac, a memorandum had been drawn up under his orders fixing pecuniary allowances to be granted to the ladies and Govind Rao, by consent of Syajee, and attached thereto was a proviso that Govind Rao was not entitled through his adoption to any rights or pretensions to the succession. The ladies had refused to accept the memorandum with this proviso annexed, and Syajee in consequence stopped their allowances, and subjected them to various mortifications. In the mean time Captain Carnac had gone away, but Mr. Williams, his Assistant and *locum tenens*, was cognisant of all the circumstances, and was disposed to relinquish the proviso; but in an interview with Syajee he was induced by the "earnestness and ability with which the Guicowar discussed the question" to change his mind.

The Government of Bombay, however, out of respect to the memory of Futteh Sing pressed the matter upon the Guicowar, assuring him that the British government so completely acknowledged the prior claims of himself and his children to the succession, that he ought not to feel any anxiety on the subject; and requested that he would waive the proviso to which the ladies of Futteh Sing's family were so averse. But though this request was preferred in a letter from the Governor himself, Syajee on receiving and perusing it, declared with much firmness that though

desirous of always meeting the wishes of the British government, this was a matter of deep personal concern, and that he would take the matter into his own consideration. It was abundantly clear that the young prince was of a very different metal to any of his later predecessors.*

In this year Annund Rao Guicowar died, and Syajee ascended the Gaddee of his own right.

Following the example of the widows of Futteh Sing, Tuckutbye, the widow of Annund Rao Guicowar, sent for Mr. Williams, the Acting Resident, and subsequently communicated to him, through another channel, such preposterous assertions and pretensions on behalf of herself and her two children, that he recommended her for her own sake and theirs not to allow His Highness Syajee Rao to come to a knowledge of them, as they would doubtless greatly irritate him; and that if she put her threats (of committing herself and her children to the flames) into execution, she would be committing a most heinous crime, and that he conceived neither His Highness nor the Resident would be at all affected by it. Mr. Williams added, "Tuckutbye no doubt thought that by following the example of Rádhabye, the widow of the late Futteh Sing, who after his death declared her intention of becoming Suttee, that she could, by threatening to destroy herself and children, engage me to listen to

* N.B.—It is some excuse for Syajee's pertinacity that the Vakeels of the ladies in their memorandum to the Governor admit that in the course of the dispute they had used the following language:—"We are not servants, neither strangers, or relations, but master of the Guicowar territory and estate."

her unreasonable expectations. As from various reasons I am fully convinced it never was the serious intention of Radhabye to devote herself to the flames, so am I equally certain that Tuckutbye has not the remotest idea of doing any injury either to herself or children, but that her threats are only made with the desire of exciting our compassion, and as a plausible cover to unfounded pretensions on her part."

This was, in fact, proved to be the case. At the same time Mr. Williams reported "His Highness Syajee has unadvisedly allowed himself to be alarmed by threats of assassination, and never ventures out of his house without being attended with a numerous retinue well armed."

On the 1st November 1819, the Honorable Mr. Elphinstone became Governor of Bombay.

The condition of the petty states of Kattywar had been for some time past deteriorating, and on a review of the effects that had flowed from the arrangements formed under the agency of Colonel Walker, the Government was satisfied of the necessity of instituting the fullest inquiry into the causes which had led to their being unable to fulfil their tribute engagements, and appointed Captain Barnwall to make the necessary investigation into the state of the chiefs now tributary to the British government.

One of the topics of inquiry was the share of tribute properly due to the British government (Peishwa's share), since in Colonel Walker's arrangements the

whole tribute (Rupees 9,79,882-2-0) was made payable to the Guicowar both for himself and for the Peishwa's share which he farmed.

The next point was the settlement of the tribute of those villages which had been waste in Colonel Walker's time or in such a state of insubordination as to preclude the usual arrangements.

Another was to examine and report upon the Guicowar's claim for Ghasdana as separate from the Jumma on the tributaries of the Peishwa, which seemed at variance with the partition treaty between these two powers. Captain Barnwall was also to ascertain whether the Peishwa had any similar claims on the Guicowar tributaries, in order that, if so, some arrangement might be made to supersede this divided authority by rendering the different states tributary to one or the other government exclusively.

Captain Barnwall was also to ascertain whether the tributaries had paid either to the Peishwa or Guicowar any sums in excess of Colonel Walker's settlement, and to state his opinion on the validity of such excess exactions.

His attention was finally to be directed "to the existing condition of the several chieftains, the causes that may have led to their decline, and the measure that may be best adopted to retrieve the prosperity of their principalities consistently with a just regard to the obligations of the engagements contracted by Colonel Walker to respect the integrity of their dominions and their independency."

Preparatory to noticing the results of Captain Barnwall's mission, it may be instructive to turn to another

quarter where inquiries of a similar nature were forced upon the Government with regard to one of the Guicowar's exclusive tributaries.

The system pursued by the Guicowar administration in its dealings with the tributary states could not probably be more thoroughly understood than by a study of its connection with Rajpeepla. At the same time will be apparent how a somewhat too great readiness to assent to the schemes of the administration without sufficient inquiry gave opportunity for abuses which led eventually to the entire transfer of the control over the tributaries from the Guicowar to the British government.

The early policy of the British government had been to consolidate the authority of the Guicowar Durbar over all these States, in the hope that their own amicable influence with the former would facilitate the complete settlement of the country through its means.

By degrees, however, the British government was obliged to come more and more into the fore ground; its territorial acquisitions suffered from the bad government of some of these tributaries, and the government became both more sensitive and more sensible of the fact that this misgovernment was sometimes the result of the radical vices of the Guicowar system.

The Guicowar government, like other native states, made no pretensions to disinterestedness in its dealings with its tributaries; it did not (at least from the time of British intervention) wantonly attack their independence, but whenever they fell into difficulties or domestic dissensions, it made a point of profiting by them; and in this, during Colonel Walker's admi-

nistration in some few instances, and during Captain Carnac's administration much more frequently and freely, it was supported, until at length, a short time before Mr. Elphinstone's governorship, this tendency attracted the attention of the Government of Bombay.

The territory of Rajpeepla (speaking generally) occupied the thickly wooded uplands which looked down on the northern part of the Surat and the southern part of the Broach Zillahs, and which stretched from the Taptee to the Nerbudda; the Rajas levied Giras, either as black-mail or as quit-rent, for former territorial possessions which had been taken from them, and their Bheel subjects robbed with more or less activity the villages of the plain.

The chiefs of Rajpeepla were originally of the Purmar stock, whose seat of government had been Oujein, and who were so widely spread over India as to suggest the flattering mot of the bards: "The world is the Purmars";but after some generations, the dynasty shifted (through a daughter of the family who married the chief of the island of Perim) into the Gohil tribe.

In the year 1805, Colonel Walker reported that Ajubsing, the Raja of Rajpeepla, had died two years before, leaving two sons and one daughter, the eldest Ramsing, by one wife, and the younger Nharsing, and his sister, by a wife who survived him.

Ruttonbye, the sister, was married to the Raja of Chota Oodeypoor. Ruttonbye, who had, in consequence of Ajubsing's imbecility, first made her own brother, and then Barudsing, the brother of the Oodeypoor chief, Deewan of the state, held the control.

Barudsing had assisted Kanojee Guicowar in his

rebellion, and during his absence on this service the Arab Sebundy confined Ruttonbye, and put Ramsing on the Gaddee. On this event, her son Nharsing, who was blind, fled to Mandwee.

In 1805 the rights of the Guicowar government in Rajpeepla consisted of its Ghasdana and one-half the Jummabundy. There was also a Nuzurana (Colonel Walker wrote) which ought to be paid on the accession to the Gaddee, but which was withheld by Ramsing.

In this state of affairs both Barudsing and Nharsing made offers to purchase the aid of the Guicowar government, which, however, was not obtained. Barudsing then gained over Ramsing's Arabs, and seized on Rajpeepla.

The Guicowar sent troops to Roond, on the Nerbudda, to protect his territories, and both parties appealed to his arbitration. In conjunction with the Resident, His Highness decided in favour of Ramsing, who was put again in possession of Rajpeepla, promising to pay a Nuzurana of one lac of rupees, and signing a stipulation for the punctual payment of Rupees 20,000 per annum Ghasdana. It seems also to have been agreed that Guicowar troops should temporarily occupy the station of Gurdeshwar, commanding a ford on the Nerbudda. The occupation was maintained, however, after Ramsing had desired its discontinuance, and the post was attacked by his orders in 1808 and carried. On this, recourse was again had to Colonel Walker's advice, and an accommodation was effected, by which Ramsing gave security for the payment of Rupees 30,000 of his former Nuzurana still due, for two years arrears of Ghasdana

Rupees 40,000, a balance of Rupees 23,000 Jummabundy, and a sum of Rupees 17,500 for buildings, &c. erected by the Guicowar at Gurdeshwar, which post was restored to him.

On this occasion Ramsing executed a perpetual Filejamine bond, and received the guarantee of the British government in the same manner as the chiefs of Kattywar and the Mahee Kanta.

This arrangement was very much approved by the Government (Minute, 22nd September 1808).

Two years later (7th May 1810) Captain Carnac reported new arrangements in consequence of the addiction of Ramsing to the "inordinate use of intoxicating drugs and thence resulting insanity."

"The asylum which the criminal Grassias belonging to the Attaveesee Mahals have found in Rajpeepla, the misery and confusion which the inhabitants have endured from the absence of any appeal for the redress of grievances, and the distresses suffered by the chief and his family, have been the powerful motives which instigate the Guicowar government to invest Purtab Sing, the son of Ramsing, with the authority of his

---

N. B.—It is noteworthy that in the sunnud granted to Ramsing by the Guicowar on this occasion, an article (six) was inserted to the following purport:—

"Purtab Sing (he was a mere child) being your son, therefore let his expenses be settled through Myral Narain* according to similar usages with reference to his actual expenditure; and this arrangement to be perpetual."

* N.B.—Myral Narain at this time held several functions. He was the Guicowar's representative and farmer of his share of the Jummabundy, and he was also the Raja's banker.

father. This measure has met with the approbation of all parties who have an interest in it."

The Guicowar government, according to Captain Carnac, "earnestly solicited the annexation of the Company's guarantee to this arrangement."

Such was the ostentatious object of Purtab Sing's investiture. Ram Sing must have been *in extremis* when this despatch was written; he died three days after (10th May 1810). The object of the haste and eagerness to carry this measure is now obvious enough.

It is remarkable that in this letter Captain Carnac gave a version of a part of Colonel Walker's preceding arrangement different from that recorded by Colonel Walker himself. He wrote that the Ghasdana of Rupees 20,000, which Colonel Walker had merely mentioned as being more regularly secured, was, in fact, doubled, viz. Rupees 20,000 annually, instead of biennially, and he quoted the cession of Gurdeshwur to the Guicowar as perpetual, instead of temporary.

The Government of Bombay, in their reply of the 17th May 1810, sanctioned the arrangement without any notice of the above discrepancies, but called for some information respecting a debt said to be due to Myral Narain by the Rajpeepla state, as also a description of the person Kissendas Buckshee, with whose concurrence Purtab Sing was to conduct all affairs, and the age of Purtab Sing himself, after which an ultimate resolution would be come to as to the Bhandary.

It does not appear whether Captain Carnac ever furnished this information.

On the 3rd March 1811, Captain Ballantyne, then in charge of the Residency, reported that Nhar Sing,

aided by Jeewa Wusawa, had taken up arms to support his claims to the Gaddee; that the Baroda administration had despatched troops under Ameen Jemedar to aid Purtab Sing; and that little inconvenience was anticipated from such attempts of Nhar Sing, which, from their frequency, "were familiar and unimportant."!!

Nhar Sing was defeated by Ameen Jemedar. About this time Major Williams, the Surveyor General, visited Rajpeepla in the course of his tour, and presented Purtab Sing with a horse, value Rupees 1,000, "in consideration of his superior rank, and the extent, importance, and independence of his state," for which he was censured by Government as likely to cause a false impression of its independence, whereas it had been tributary to the Guicowar long before the Honorable Company's connection with the latter; but the Bombay government nevertheless desired the Resident to report on the real state of dependency of the Rajpeepla chieftains on the Guicowar state.

A report on this subject was made by Captain Carnac on the 3rd August 1811, in which it is incidentally mentioned that the Company's Bandary had not been given to the succession of Purtab Sing, and that the parties were less anxious for it (Purtab Sing being now considered firm in his seat).

In 1813 one Nurseedutt, an agent of Nhar Sing, made application to the Government of Bombay for the restoration of his master to the Gaddee of Rajpeepla as his right, on the ground that Purtab Sing was spurious, and that he had been set aside by the Guicowar government for a bribe of one lac and fifty thousand rupees, and perpetual cession of Gurdeshwur, and he promised

to pay the British government an annual sum of rupees sixty thousand if he were restored.

The proposal was negatived, as the state was tributary to the Guicowar.

Again Nurseedutt requested that the protection of the Resident should be extended to him while he should be at Baroda urging his master's lawful claims, and Captain Carnac was informed that his report on the subject was awaited before granting the agent permission to proceed to Baroda. In the *interim*, other applications of the same kind were made, to which the Government refused to accede.

Apparently driven to desperation by these reiterated refusals, Nhar Sing or his adherents attacked and plundered the Company's village of Singhpoor, in the Broach Zillah. Other excesses followed. The Guicowar government was called upon to restore order: a force was deputed for this purpose, and the result was unqualified failure; the administration of Purtab Sing had proved unable to suppress or even to mitigate the disorders produced by Nhar Sing's rebellion. At length, in August 1815, Wittoba Bhow, the Prime Minister, proceeded thither. He arranged with the contending parties (Purtab Sing and Nhar Sing) after relieving them from the control of their respective mercenary troops, that the administration of Rajpeepla affairs should be undertaken by the Guicowar until he had reimbursed himself for the expenses incurred in reducing the turbulent troops and bringing the country into order; that Purtab Sing and Nhar Sing should submit their pretensions to the decision of a respectable Punchayet after the expiration of

two years, receiving a suitable maintenance in the interval.

Affairs remained in this state for several years. On 24th May 1819 the Acting Resident, Mr. Williams, reported that no steps had been taken to bring the dispute between Nhar Sing and Purtab Sing to an arbitration, as the mother of His Highness Syajee Rao was known to have espoused the cause of the latter through the intrigues of Wittul Rao Bhow, the Minister, who was also connected with some of the creditors of the Rajpeepla state, and who had his own reasons for keeping the administration thereof in his own hands.

Mr. Williams suggested that he should be empowered by Government to proceed in the investigation of the dispute, premising that from the inquiries he had already made, and the documents which had been presented to him by Nhar Sing, he was led to view his pretensions in the most favourable light.

In reply, the Governor of Bombay (Sir Evan Nepean) directed the Resident to undertake the investigation. This was, however, really done by Mr. Williams' Assistant (Mr.J. P. Willoughby), who, after a laborious and searching examination, reported that Purtab Sing had been purchased, when an infant, by Sooruzkoer, the wife of Ram Sing, from a Rajpoot, by name Jye Sing Runna, of Sutteesuna, through the agency of Sooruzkoer's father, the chief of Mandwa.

About this time Mr. Elphinstone, the Governor of Bombay, visited Baroda.

After his departure, and by his desire, the Resident opened a discussion with His Highness Syajee on the

subject, and it was arranged that on a set day the agents of both parties should produce whatever they had to say against the investigation and decision of Mr Willoughby.

In the *interim*, it was found that agents of the durbar were tampering with the witnesses who had appeared before Mr. Willoughby. A written remonstrance against such conduct was presented to the Guicowar in durbar. When the parties were confronted, Purtab Sing's agents stated that their objections to the decision of Mr. Willoughby were not yet prepared, though they had presented a paper on the same subject to the Governor. An application was then made for a Vakeel to plead Purtab Sing's cause, which was agreed to, and he was introduced; it was then fixed that the final hearing should be taken on the 2nd May.

On 2nd May the Resident waited on His Highness, who received him with a gloomy and sullen air, and when, after a short time, the Resident asked whether Purtab Sing's Vakeel was in attendance, he said he did not know; and added that the Resident "had accused him of tampering with the witnesses, and he must know on what authority he had done so before he proceeded further." The object of His Highness was evidently to prevent any final hearing of the case. After much unavailing discussion, the Resident caused a memorandum to be drawn up on the spot of the cause which impeded the inquiry, and Syajee admitted it to be correct. At the same instant His Highness gave a memorandum which had been prepared, denying that he, or any one by his authority, had tampered

with the witnesses, and said that if the Resident would withdraw his memorandum, he would allow the Vakeel to be called in.

The Resident agreed; but the Guicowar evaded to call him in (wishing the Resident to do so) for a considerable time. The Vakeel had prepared no memorandum, and acted in the same evasive manner as His Highness. The Resident, however, having elicited an admission that the Vakeel had seen all the papers on the subject, informed Syajee that he had nothing further to ask, and took his leave.

The Resident was directed in reply (7th May 1821) to expostulate with Syajee Rao, and endeavour to pursuade him to come to a speedy decision, and on the 9th August His Highness decided that Nhar Sing's claim was established, but that in consequence of his blindness, his only son Vereesal should be invested with the sovereignty; and he was accordingly so invested by His Highness the Guicowar, in presence of the Resident and Captain Barnwall, in September 1821.

Mr. Elphinstone had expressed a doubt (2nd August 1821, No. 1039), of the competency of the British government to apply any remedy to the affairs of Rajpeepla, for "it was intended when the Honorable the Governor was first at Baroda, to include Rajpeepla in our arrangements regarding the Guicowar tributaries, and the only reason why that state was not named was that you conceived it included in another part of the engagement."

The Resident in his interview with the Guicowar, which preceded the investiture of Vereesal in the following

month, took care to insist on the fact of the Rajpeepla state being included in Mr. Elphinstone's arrangements, and this was not contested by the Guicowar or his Ministers, and Mr. Williams reported in addition (21st September, No. 195), that he perfectly recollected having told the Honorable the Governor that he considered Rajpeepla to be included in the Mahee Kanta arrangements, and his having given such an assurance was the sole cause of that petty state not being specifically placed under our control by a separate engagement. Mr. Williams added, "I find also in the Dustoor-ool-Umul it is considered as appertaining to the division of Mahee Kanta."

There was some inconsistency under these circumstances in soliciting the Guicowar's decision on the succession, and in having Vereesal's ceremony of investiture performed by Syajee in his own durbar, though the former might have been explained by the cause having arisen *before* Mr. Elphinstone's visit; the latter act was not so to be explained.

However, the Guicowar having surrendered the management of Rajpeepla to the British government, Mr. Willoughby was directed to proceed thither to inquire into the tribute demands of the Guicowar, the amount of the Rajpeepla debt, both to the Guicowar and private persons, the resources of the state, and a variety of other matters, all which was done with characteristic, conscientious, and exhaustive assiduity and ability. It was then proved, as might have been expected, that during the period that the Guicowar government had had exclusive management of the country, the debt had increased rather than decreased,

while the people had been subjected to too much oppression and extortion.

Mr. Willoughby's reports having been forwarded by the Resident to Government in great measure without any observations of his own, the following instructive remarks were communicated to him:

"Although Mr. Willoughby's reports are full and clear, they are drawn up from information obtained in Rajpeepla, and, consequently, the facts and arguments are, with a few exceptions, unfavourable to the Guicowar's claims on that petty state. Before Government can pronounce on such a statement, it is necessary that it should be informed of the arguments brought forward by the Guicowar, and of your own opinion, as well as on the justice of each demand, as on the degree of interest with which it is regarded by the Guicowar, and the means that may present themselves for effecting an accommodation without prejudice to the rights of either party.

"The Governor in Council is particularly desirous of impressing this on you, as it applies equally to discussions with the Chiefs of Kattywar and Mahee Kanta, and generally to all affairs of a similar nature in which the Guicowar state may be engaged. The Governor in Council observes that it may sometimes be inexpedient to mention a demand at all to the Guicowar, but that when a case is likely to be decided against him, it is indispensable to hear the arguments on his side before finally pronouncing on the question."

After calling for some information from the Guicowar Durbar respecting items of tribute which Mr. Willoughby had reasoned against, the despatch went

on—"It is to be feared that the arguments drawn from the inability of the state of Rajpeepla to have long borne the exactions lately imposed on it will have little effect in reconciling the Guicowar to the loss of the profit he derived from them. It is the invariable policy of Mahratta states to impose a tribute on their weak neighbours, and to increase it till they swallow up the whole territory from which it is drawn. The Guicowar must, therefore, have viewed the embarrassment of Rajpeepla with satisfaction, and must have been the more displeased at our interference, from its depriving him of an object of which the attainment was so near."

Such a system, and the unfortunate result of such a system in irritating the minds of the chiefs and retarding the progress of order and prosperity, was not the necessary consequence of the British relations with the Guicowar, but as the latter administration held the initiative, it could embroil the affairs of any state subject to such domestic dissensions, and render confusion worse confounded under the pretence of stepping in to protect its own interests. The case of Rajpeepla proved that under lax supervision by the Resident, the administration could for years pervert justice, and commit much oppression under the veil of its prerogative.

To deprive it of this prerogative was the political problem of the day, and for this purpose a suggestion was thrown out in a letter, No. 107, dated 17th January 1820, to the Acting Resident, in the following words:—

"The Governor in Council is anxious that your earliest attention should be bestowed on the affairs of

Kattywar. It is to be apprehended that the plan suggested in my letter to you of the 18th of last month cannot be effectual as far as affects the Guicowar tributaries, unless the Guicowar's army be removed from that province. The best arrangement probably would be for us to pay the Guicowar his tribute without his having any connection with the tributaries. This proposition would no doubt be very distasteful to him, as lessening his consequence, his patronage, and his undue exactions. The same objection does not apply to a cession of territory in exchange for his rights in Kattywar."

The negotiation which followed will be best related in the language of the Honorable the Governor himself in the next Chapter.

CHAPTER XII.

SETTLEMENT EFFECTED BY THE HONORABLE M. ELPHINSTONE IN HIS VISITS TO THE GUICOWAR COURT IN A.D. 1820 AND 1821.

Minute by the Honorable M. Elphinstone, dated April 18th, 1820.

1. I have the honour to lay before the Board an outline of my proceedings at Baroda, which I hope will be found to accord with the views of the other members of the Government.

2. I recommend that a letter to the Guicowar government be drafted from this minute, and that a copy of that letter be sent to the Resident in Baroda for future reference.

3. At my first interview on business, which took place at the residency on the day after my arrival, I intimated to Syajee that the necessity for our retaining the management of his government in our own hands had ceased with the life of the prince whose natural defects first occasioned it, and that the British government was now desirous of entrusting him with the entire administration of his own affairs, provided he could satisfy it

Settlement of the Governor.

that the engagements into which it had entered would be strictly fulfilled. I explained that those engagements were—

4. 1*st*, our guarantee of the allowances of his ministers.

5. 2*nd*, that of his agreements with his tributaries; and

6. 3*rd*, that of his bargains with bankers; that the two first required no interference in the details of his government; that the last might also be secured without interference if he would set aside such a sum for the payment of his debts as might be deemed sufficient by his creditors, and assign such funds for the supply of it as might afford them full satisfaction. If he did this, I said nothing would be necessary on our part beyond that occasional advice which the nature of our alliance must ever render necessary, and our interposition in such extreme cases as might threaten the ruin of the state. If he could not make this arrangement, I observed that his expenses must still be liable to the close inspection of the Resident, but that even then the whole of the government should be in his hands, and the Resident would only control what he formerly used to administer.

7. At this and at subsequent meetings I explained to him in detail the limits of his own authority and the Resident's interference; that all foreign intercourse was to be exclusively in the hands of the British government; that our control over his transactions with his tributaries was to be exercised up to the letter of our engagements, the degree in which it had hitherto been exerted having been found inadequate to secure

the fulfilment of our promises; that in internal affairs he was to govern by himself, but that the Resident was to be made acquainted with the plan of finance he intended to adopt for each year, to have access to his accounts whenever he thought it necessary, and to offer his advice whenever the system was likely to be deranged. I repeatedly impressed on Syajee that this right to advise was inherent in the British government from the nature of the alliance, and that it never would be offered but for his own good.

8. To conclude, I endeavoured to fix on Syajee's memory that his success in his connection with us depended—1*st*, on his payment of his debts, and fulfilment of our engagements; 2*nd*, on his being not only friendly, but open and sincere in all dealings with the British government; and 3*rdly*, on his abstaining from any intercourse with foreign states, which of itself would amount to dissolution of our alliance.

9. Syajee received my first communication of the intention of entrusting to him the full administration of his government with great joy, but without any appearance of surprise. He made repeated and solemn promises of adhering to all the rules laid down for him; said he owed his musnud and his state (its existence) to the British government, and that he would not on any account dispense with the advice of the Resident, even if he himself should be disposed to withhold it; but he particularly requested that all representations should be made to him in private, and that all acts of his government should emanate directly from himself. On one occasion (at the next meeting after the rejection of Seetaram for minister), His

Highness showed a greater degree of jealousy, was desirous that his management of his finances should be taken on trust, and that the Resident should be content with seeing the accounts once a year at the durbar; but on this plan being objected to, he at once recurred to that explained in the last paragraph, which accordingly is to be considered as in force henceforward. Syajee was very anxious that I should give him a writing fixing the limits of his own and the Resident's authority, to which I willingly agreed, having always intended to take this method of securing that clear understanding by both parties on which so much depended: a copy of that writing is annexed. I had at first drawn up a larger paper, explaining the grounds of our former interference and present forbearance; but Syajee being desirous of a more simple note of our future relations, I drew up the present one.

10. As the introduction of Syajee's direct administration depended on the security to be afforded for the payment of the debts of the state, I early found it necessary to examine the condition of the Guicowar's affairs, and here I unexpectedly met with the principal difficulty in effecting the arrangement desired. The latest official information I possessed (Captain Carnac's letter, dated February 14th 1819,) gave reason to expect that there would be a surplus by the end of that year; but, in fact, the Guicowar is in debt to an amount exceeding a crore of rupees, a statement of which is annexed (B). The intricate nature of the Guicowar's accounts led me to request that those now at Bombay should be submitted to the Accountant

General, and he will probably be able to account for the difference between our expectations and the reality. I shall only say that it appears to have originated partly in the receipts of the two last years having fallen short of Captain Carnac's estimate, while the disbursements exceeded it, and partly to the practice which had long obtained of omitting certain debts in the annual accounts of the Guicowar government, which that government is nevertheless under the necessity of discharging. It became the principal object of my attention to put these debts in such a train of liquidation as should be satisfactory to the bankers, to whom we had guaranteed the payment of them; and this was peculiarly necessary, as some of the troops were five years, and almost all near three years, in arrears, and no money could be procured from the bankers who usually supplied it. The chief causes of this pressure were the excess of expense, and the failure of revenue during the last year; the reduction of interest from 12 per cent. to 9, which rendered it difficult to raise money; perhaps the large share taken by the Minister, Dhakjee Dadajee, in his character of banker in the financial transactions of the government which induced the other bankers to hold back; and, finally, the uncertainty that prevailed by what minister, and even by what government, the Guicowar affairs were to be hereafter conducted.

11. The plan which was the most desirable for the future was to raise a loan at the present rate of interest (9 per cent.) to the whole amount of the debts, so that the troops might no longer be in arrears, nor the revenue anticipated, and that the expensive establish-

ment of the Potedaree might be done away; but this was too obviously against the interest of the bankers to be agreed to, even if it were certain that they could provide so large a sum as was required for this loan. The plan proposed to me by the Guicowar therefore was to raise three distinct loans; the first one of 50,00,000 Rupees, to be paid by an assignment on the revenue of 12 lacs a year; the second a distinct loan for the Kattywar debts of 20,00,000 Rupees, to be paid at the rate of 3 lacs a year by an assignment on the revenue of that province; and the 3rd loan of 30 lacs, for the purpose of paying the expenses of the current year and satisfying some other demands, which loan was to be paid in full by an assignment on the revenue of next year. This last loan is called the Potedaree loan. The interest on all these loans was to be 10 Rupees 8 annas per cent., but there was to be a premium at different rates on all, and other charges as shown in the annexed paper (C). The worst part of this loan is the system of anticipation, which is here called Potedaree. The payment of the 15 lacs towards defraying the two first loans, and that of 30 to pay the Potedaree loan, consuming almost the whole of the net revenue of the state, it is necessary every year to contract a new loan. The terms on which this has hitherto been done are shown in the annexed paper (D), by which it appears that the profit to the bankers is always $3\frac{1}{2}$ per cent. above the nominal interest, although the banker, from his receiving assignments on the revenue of the next year at the moment when he advances the money, runs little or no risk of loss. Another great defect in the plan of the present loan is that it does not provide for

the pay of the greater part of the army beyond the end of last year (ending in June 1819), thus leaving those troops a year in arrears, and in reality reducing their pay by the exact amount of the discount which they are obliged to pay to the bankers who advance them money for their subsistence, receiving assignments on their pay. Both of these abuses have, however, subsisted from the earliest times of the Guicowar finance, and were of necessity allowed to remain at the time of Colonel Walker's reform, and the loan just described was not assented to by the bankers without long altercation. The Guicowar's first plan was to set aside no more than 12 lacs for the payment of his debts, and the bankers at first insisted on 18 lacs, but the present sum of 15 was at last agreed to, and is, I think, quite as much as the Guicowar will be able to make good. The bankers at first insisted on 12 per cent., to which Syajee was disposed to agree, but they at length agreed to take 10½, which is still very favourable for them. I was desirous that the Guicowar, after satisfying me that he should be able to set aside as great an annual sum for the payment of his debt as had been usual in Colonel Walker's time, should be left in the management of his country without coming to any immediate settlement with the bankers, and should allow me time to consult the financial officers at Bombay on the possibility of raising a loan on better terms; but to this Syajee showed the greatest repugnance. He considered it as rendering his emancipation uncertain, and he also stated that the terms of the present loan were more favourable than any before obtained, except Dhackjee's loan of 9 per cent., which was for a small sum, and

had failed; that the bankers had with difficulty been brought to agree to it, and that if he should now hesitate to close with them, they would probably refuse their aid if ultimately required, or, at least, raise their demands; and that the chance of getting better terms, or any terms, by referring to Bombay was uncertain, and he therefore begged that I would not object to his closing with this loan. The terms in the annexed paper (C) were therefore agreed to.

12. The delay in the payment of the money advanced by Sir John Malcolm appeared so little inconvenient, especially when bankers security and interest was offered, that I was unwilling to delay the adjustment of the loan by refusing my consent to it. The last article but one requiring Dhackjee Dadajee to give up his share in the Pötedarree was much more difficult of adjustment.

13. Although this person had at first obtained the whole Potedarree, and afterwards admitted the banker, who was formerly Potedar, as a partner, yet the name of this banker alone appears in the agreement with the Guicowar, and Dhackjee's title is founded on a separate agreement with the banker. When he was called on to give up his share, he refused, saying that he was ready to fulfil the conditions of the engagement; that the Potedarree was not given him as a boon, but as part of an agreement by which the Guicowar was the principal gainer, inasmuch as it reduced the interest of his debt from 12 per cent. to 9; and that it was unreasonable to expect him to give up a great and certain profit merely because it suited the convenience of the Government to remove him. He

even said that he would undertake that his holding the Potedarree should be no obstacle to the conclusion of the loan, for that he would produce bankers who should complete it on the present terms. To this offer I thought it reasonable to accede, but Syajee declared that he should never feel secure while Dhackjee was at Baroda, and that if he took a share in the loan or Potedarree, he must conduct it by deputy. This Dhackjee refused; but offered to sell his share of the Potedarree to some other banker. Syajee was disposed to agree to this, but seemed more anxious to be the purchaser himself, and after a great deal of discussion, 1,95,000 Rupees was settled as the price, being a sum which Syajee and the minister said they could depend on instantly receiving from any banker to whom they should give the office. Among the arguments brought forward to induce Dhackjee to give up his share was the assertion that he had not fulfilled his agreement; for instead of paying money to bankers, who had Government drafts on him, he, by his influence, induced them to be content with receiving credit for the amount in his books, by which means it often happened that the soldiery, whose drafts they were in the habit of discounting, were reduced to extremity from the want of funds produced by this system. Dhackjee said this was entirely owing to the failure of the Government in performing its engagements, having paid the Potedars 27 lacs, when they had advanced 42. When accused of undue profits and exactions, Dhackjee called for proofs, and when reminded of what he owed to the Guicowar government, which had given him an estate of 30,000

Rupees for this very service of reducing the interest, he said that he was very grateful for the grant, and that it might be thought his services had been over-rewarded, but still the grant was on account of the past, and was not given to make him renounce an advantage which, he submitted, was his undoubted right, and not a matter of favour. He repeatedly declared that he had every wish to accommodate the Guicowar, that he was ashamed to give so much trouble as he did, and that he was ready to obey any directions that I might give him; but that he stated what he conceived to be his right, and hoped it would not be taken amiss. The following, therefore, are the terms concluded with Dhackjee:—That he is to leave Baroda, and relinquish all share in the Potedarree, receiving 1,75,000 Rupees in exchange; that his allowances as Minister are ceased from the date of his removal; and that he is to retain his Enam villages. This point being settled, no further obstacle remained to the adjustment of the loan, which was accordingly concluded with six of the principal bankers of Baroda, and to which I directed the Acting Resident to affix the guarantee of the British government, as far as engaging to procure the fulfilment of the terms by the Guicowar, which the bankers admitted was all they conceived to be implied by the term Bhandary.

14. While this loan was negotiating, I took pains to satisfy myself of the Guicowar's ability to make good his engagements. Great reductions had already been made in his establishment in the course of the last year; and after setting aside many plans of reduction which appeared exceptionable or unlikely to be realised, the

annexed estimate of receipts and expenses (E) was made out, which leaves 15,00,000 Rupees for the payment of debts, after allowing two lacs for contingencies. The receipts are taken at 68,50,000 Rupees, the average of 12 years, to which has been added 1,25,000, being the amount of a new imposition, which was laid on in Dhackjee's time as a premium to himself for becoming security for the payment of the revenue by the farmers, but which will now be carried to the Guicowar's account. The only reductions that appear at first sight objectionable are that of a lac and some thousand rupees in the Sebundees, and that of a similar sum in the expenses of collections, here termed Malet Muzoor. The first throws some military persons out of employ, but they are chiefly Sindees and other foreigners, and as they were only raised during the war, they must possess the same means of subsistence as formerly. The second, by throwing more of the expenses of collection on the farmers of the revenue, lessens their profits, and may ultimately fall on the cultivators, but the assessment is not believed to be heavy, as the Guicowar country is flourishing, and the former abuses in the ministry were all of such a nature as to secure favourable times to the farmers. Among the retrenchments proposed by Syajee was that of striking off a third of the allowances of his ministers, but it appeared that all the great ones were guaranteed by the British government, and that retrenching those of less allowances would not pay by the saving for the odium it would occasion. The allowance of the children of Gungadhur Shastree was the only one to which neither

objection applied, and to have retrenched from them alone could not have been reconciled with a just sense of the service and misfortune of their father. Syajee proposed reducing the whole expense of his fleet; and as none had been required in former times, I did not think it necessary to object. He proposed reducing all allowances to English gentlemen and to persons under the Resident's protection. To the first I thought it absolutely necessary towards preserving Syajee's confidence in our disinterestedness to accede at once, but there was not one of the others who had just claims on the State for the pension he received. The European gentlemen were Mr. Richards, who commands a body of horse stationed at Pahlunpoor, and has a salary of 600 Rupees a month; Mr. Handly, who has a small command in Okamundel, on a salary of something less than 400 Rupees; the Surgeon to the Residency, who has 500 Rupees; and the Surgeon in Kattywar, who has 300, both for attending the natives and for vaccinating. The two first allowances do not seem unreasonable for the duty, and the two last are so necessary, that, I think, they ought to be made up by the British government. The Surgeon to the Residency, at all events, ought to be allowed at least 300 Rupees for his civil duties, besides the allowance of a vaccinator in addition to his present allowances. Even this bears no comparison with those of a Surgeon at any other Political Residency in India. The Surgeon in Kattywar ought to have at least the vaccinating allowance in addition to his military allowances. It appeared to me that the requisite reduction in the army might be made without any diminution in its

numbers, and with an increase in its efficiency by equalising the rates of pay, and introducing such regulation as should prevent money being drawn for troops that were not actually employed; but it soon appeared that this was a difficult and delicate task. The abuses in the army are almost inherent in its nature, and are not to be removed without a sort of revolution, not only in the army, but in the State. As there are few Jagheers in the Guicowar's territory, the income of his chiefs is almost entirely derived from their military pay and perquisites, which again are connected with the superior rates of pay to the men belonging to the greater Sirdars, and to the loose system of muster in use in this state. Even if it were desirable to introduce a system of muster, there is no way in which it can be done with any prospect of success, unless by subjecting it to the control of European officers, which would be more unpopular than any part of our former interference, and most probably not effectual after all. For these reasons, I have acquiesced in the plan of reduction proposed by the Guicowar, and I think it a very great advantage that it is his own plan, and, therefore, that he enters on it with good will, and feels his credit concerned in its success. I have not failed to impress upon His Highness in the strongest manner the necessity of a strict adherence to the plan he has now laid down, the wealth and independence to which he may raise himself by order and economy, and the absolute necessity of our again resuming our old administration of his government, if his arrangements for satisfying his creditors should entirely fail; and I forcibly pointed out to him the

irksomeness and disgrace of the renewal of such a system, after he should once have been put in possession of all the powers of his own government.

15. The accomplishment of his Highness' plan must greatly depend on his choice of a Minister, and I am sorry to say that his arrangements in this particular are not so satisfactory as might have been wished. At my first interview with Syajee Rao, I introduced the subject of Dhackjee Dadajee, and requested His Highness to inform me of his real wishes, past and present, in regard to that person. His Highness replied by saying that he could not enter on this subject without exposing himself to enmity, and that he must first insist on my promising that he should not suffer for any opinion he might give. He expressed his confidence in and regard for Mr. Williams, and his desire that he might succeed to the Residency at Baroda; and on my refusing to give any promise on that subject, he said that Dhackjee possessed considerable influence with Captain Carnac, and might possibly injure him in that gentleman's estimation; that I must, therefore, give him a solemn promise that I would listen to no stories to his disadvantage, but would inform him of anything that was said against him, and receive his explanation before I acted. I agreed to give this promise after premising that with a state which should enter into plots against the British government, it might be necessary to take decisive measures without communicating with it; but that if he were faithful to his alliance, he might depend on it I should never act on any information against him until he had an opportunity of defending himself. I likewise explained to him that his apprehensions from

the supposed influence of Dhackjee with the Resident were quite unfounded, and after many assurances of the same nature, he said that he was extremely anxious to remove that person from his service. He said that Dhackjee had been of use in securing his succession, and had held out great hopes to him at first, but had afterwards betrayed him ; and he entered into some details to show that this minister had been guilty of rapacity and fraud. He endeavoured at a subsequent meeting to explain away the word betrayed, but he still said that Dhackjee had paid him much attention, and made him many promises, until he obtained his appointment, after which he entirely changed his conduct towards him.

16. Dhackjee's own account is that Syajee was first pleased with his exertions in resisting the claims of Bulwunt Rao, and of the adopted child of Futteh Sing, and for occasioning a reduction in the interest of the debts from 12 per cent. to 9; and that he was afterwards disgusted with his want of power to make Mr. Williams recede from his engagements with Tucketbye, or from his determination not to consent to Syajee's retaining the farm of Kurree in his own hands. Both Syajee and Dhackjee most explicitly deny that any influence was used by the British Resident to procure the nomination of the latter person.

17. When the Guicowar's resolution to dismiss him was communicated to Dhackjee, he first said that the Guicowar had addressed a letter to the Resident placing the permanence of his appointment under the guarantee of the British government; and on my pointing out that the guarantee had never been granted,

and never would have been, he said that he had given up his employment at Bombay to come hither, and that he had hoped, as guarantees were usual, that his would have been granted; that he was a British subject, and depended on me for procuring him such a compensation from the Guicowar as he was in justice entitled to. The Guicowar's proposal regarding him to Mr. Williams was that he should give up his pecuniary allowances, amounting to 30,000 Rupees. Before I could decide on the equitableness of this offer, it was necessary to make some inquiry into Dhackjee's alleged merits, and into the offences of which he was accused. Of the former it is obvious that Dhackjee had no merit in supporting Syajee, whom the British government had from the first determined to acknowledge. His claims for obtaining a reduction of the interest, although disputed by Syajee Rao, appears better founded; for it seems he certainly stood forward, and by threats of bringing money from some of our principal cities at 9 per cent., obliged the bankers to lend their money at that rate. The charges against him are unsupported by proof, and are not unplausibly answered. The first is for exacting a sum, amounting to a lac and a-half of rupees a year from the farmers of the revenue for being security to the Guicowar for their making good their payments. This, says Syajee, was a bribe under another name, and led to connivance at all sorts of abuses and malversations on the part of the farmers. To this Dhackjee replied that security was always given by bankers, and that it was not unusual for the minister to have a share in it; that Gungadhur Shastree

was a partner in the house of Hurry Bugty, which was one of the principal securities for farmers, and that the present Minister (Vittul Rao Bhow) was himself a great farmer; that, at any rate, his connivance could have done no harm, as he had only been minister for five months. He was, in the second place, accused of allowing a large remission in the last year's revenue from corrupt motives; he answered that it was well known the season was unfavourable, as would appear from the collection of such of the Company's districts as produced cotton. His irregularities as Potedar, which have been described above, were next alluded to, with the addition that he took advantage of his situation to intercept money which ought to have gone to private bankers, and applied it to objects which he ought, as Potedar, to have met from his own funds; and on his answering that the irregularities of the Potedarree were owing to the want of punctual payment in the Government, Syajee Rao inquired who was answerable for that? as he, being native agent to the Residency, was perfect master of the State, and could manage it as he pleased. To this Dhackjee replied that the failure of the crops and the extra expenses were contingencies beyond his control. The last charge against him is for a bribe from the bankers at some former period, and of this Syajee desired to postpone bringing his proofs till he should be more prepared. Assuming Dhackjee's innocence, as nothing was proved to the contrary, it appeared to me sufficient to allow him for life the 30,000 Rupees which the Guicowar proposed to give him in perpetuity; but as it appeared that this was no part of his allowances, but a grant of the kind so well known

under the name of Enam, which is universally considered equal to private property, and never confiscated but for crimes against the State, I could not but withdraw my recommendation that it should be interfered with, and it is now settled that Dhackjee is to keep it, but with no guarantee on the part of the British government.

18. Dhackjee's removal being effected, the next question was who was to be his successor. I reminded Syajee at my first meeting of the objections of the British government to Seetaram; but nevertheless, at a subsequent interview, he proposed that very individual, supporting his recommendation with allusions to the magnanimity of forgiving his offences, and the high claims of his adoptive father on the gratitude of the Guicowar government. I renewed my objection, on the ground of the original incapacity which procured Seetaram's removal, but still more on that of his intrigues with foreign powers, and his acts against the alliance. I reminded His Highness that he had sent an avowed and accredited agent (Govind Rao Bundoojee) to Poona to interest the Peishwa in his own behalf, to induce that Prince to embarrass the existing administration,—at first, by refusing to come to any compromise about the Guicowar's debts, and latterly by setting up a pretender to the musnud of Baroda, and preferring a claim to jurisdiction and sovereignty over the Guicowar family. These intrigues, I said, led to the murder of the Shastree, and ultimately to the downfall of the Peishwa. I said that if Seetaram were not directly implicated in the first of these transactions, he certainly was the original

occasion of it; and to conclude, whatever might have been his former character, he had now been too long placed in opposition to the British government, and connected with its enemies, for us to have the least confidence in him. Syajee did not deny any of the facts I had brought forward, but still urged that Seetaram should be taken on trial, as he was now improved by age and corrected by misfortune; but on my declaring that his government was in no state for experiments, that with every talent in his minister, and every confidence on the part of the British government, he would find his task difficult, and without those aids impracticable, he agreed to give up Seetaram, and requested Mr. Williams and me to suggest some other person. This was, of course, refused; although supported by repeated requests on the part of Syajee, during which that prince said that there were only four persons who had claims to the ministry: Seetaram, whom we rejected; the Shastree's children, who were infants; Dhackjee, who was just dismissed; and Wittul Rao Bhow, Dhackjee's nominial associate, in whom he had no confidence, and whom (he might have added) he had accused to Mr. Williams of plotting to set aside his title to the musnud. At length he proposed Wittul Rao Dewanjee, the Subedar of Kattywar, in which I readily concurred, both as he is the fittest man in the state for such an appointment, and as his removal from Kattywar would take away one of the principal obstacles to the sort of settlement we desired in that province. Syajee afterwards mentioned his design of retaining the present Minister as colleague to the

Dewanjee as he had been to Dhackjee, by which means he should keep both in order, and would be able to give his confidence to whatever best deserved it. In this also I concurred. The Dewanjee's allowances, and the title of his office, were discussed, and it was agreed that he was to be invested and presented to me next day; Syajee at the same time exacting a promise that we were not to remove him without a fault, and that if he gave us ground of offence, he was not to be removed directly, but by an application to Syajee. In granting this promise, as on other occasions, I said that the British government would, of course, always expect him to attend to its objections to any obnoxious minister; but I added that, except Seetaram, I could think of no man in his dominions to whom I should object. Next day was the occasion when he discovered so much jealousy as before noticed. Some conversation had taken place, before he, in a very indirect and uncandid manner, disclosed his intention of retaining Wittul Rao Bhow, attempting to make it appear that this was the arrangement which he had from the first proposed. I agreed to the change, as Wittul Rao is in himself really unexceptionable; but I stated to Syajee that this naming a person in whom he had no confidence, his ostensible minister, led me to fear that he intended to have a more confidential one behind the curtain. I warned him of the bad consequences of such a system; said I would much rather have Seetaram as public minister than a secret adviser; and that, besides my objections to that person, such a system of imposition would at once destroy all confidence

between the Governments, without which nothing can go on.

19. Syajee pretended that he had no intention of consulting Seetaram, and asked if there were any objections to his seeing him in public. I replied that there was none, either in public or private, as I relied on His Highness for following the plan he promised to adhere to; but that if he did otherwise, he might depend on it I should soon discover it, and that the result would be the loss of that confidence from which he was about to derive so much benefit. Syajee renewed his protestations, and then said he intended to be minister himself; on which I told him that, without personal attention and labour on his part, his government could never be well administered; but that he must have some minister to conduct the details, and to be responsible for such duties as required more experience and more habitual attention than he could possibly be possessed of: if he did not select a fit person for this duty, the course of events would throw it into the hands of an unfit one. Syajee agreed to this; said he would have the Bhow for his minister at present, but that he would exercise a constant control over him, and bring in the Dewanjee if he found the other did not succeed. Syajee concluded by expressing a wish that Wittul Punt Bhow should never visit the Residency without his leave, as he found that a minister who once established himself there was not easily dislodged; and likewise that none of his ministers should be sent for to the Resident except through him. These requests were cheerfully acceded to, but it was pointed out to His Highness that he must go on with perfect cordia-

lity with the Resident, as any distrust or reserve towards him would tend more than anything else to bring things back to their old state. Whether the appointment of Wittul Rao Bhow was suggested by Seetaram, who would see the impossibility of preserving a secret influence if the Dewanjee were minister, or whether it is the effect of a bribe to Syajee himself, it is unfortunate, not only as shutting the fittest man in the country out of the ministry, but by the weakness that must arise from the want of cordiality between the minister and the prince. I nevertheless am of opinion that any interference on our part would in the end injure the party we wish to serve, and that as the object of our guarantees will be secured by separate arrangements, it is better to leave the Guicowar to learn wisdom by experience, than to endeavour to force him into a path in which we could never oblige him to walk with cheerfulness.

20. After everything was settled regarding the ministry, I received a visit from Seetaram Rowjee, who entered into a statement, the tendency of which was to make it appear that he had been displaced from the ministry by the artifices of Gungadhur Shastree, and that he had never since done anything to forfeit the confidence of the British government. He admitted that he had communicated with the Peishwa through Govind Rao Bundoojee, but he solemnly protested that he had done so at the pressing solicitation of that prince, who had invited Bundoojee from his retreat in Salsette with fair offers of procuring the restoration of Seetaram to power; and he declared that his communications with the Peishwa never had any other object

than his restoration. In reply, I recapitulated the effects of Bundoojee's intrigues terminating in the murder of the Shastree, and the downfall of the Peishwa; and observed, that although I acquitted him of direct concern in the atrocious part of those transactions, I could not hold him exempted from serious blame for the part which he avowed, or from suspicion of a share in the further intrigues of his acknowledged Vakeel, for the purpose of obstructing the Guicowar's negotiations and shaking his alliance with the Company. I ended by saying that the British government had no wish to notice this conduct any further, and I should not have mentioned it now, but to explain the reasons for which I never could have sufficient confidence in him to agree to his being minister.

21. It was to be expected that the Guicowar would be reluctant to agree to the plan that we thought requisite for protecting his tributaries from undue exactions, but all that I learned at Baroda strengthened my conviction of the necessity of such an arrangement.

There seems to be but one opinion among all the gentlemen who have had opportunities of judging on the alteration in the state of Kattywar since our troops first entered that province. All agree that it has declined from a state of high prosperity to one of extreme misery; that the spirit of the people is entirely broken, and that they are no longer capable of defending themselves against the Khoshas and other invaders whom they formerly were always able to repel. This unfortunate change is no doubt chiefly to be ascribed to the famine and pestilence which raged in Kattywar

about 1813. The exactions of Babajee in the three years preceding Colonel Walker's settlement must also have sown the seeds of the decline of the province; but it seems also to be the general opinion that the encroachment and extortions of the Guicowar's officers since the settlement have contributed their share to the ruin of Katty war. These exactions appear to have been made under pretence of interest on the arrears of the tribute, and of presents and fees to the officers employed, and the encroachments which are represented (by Captain Barnwall in particular) as still more injurious are stated by him to have been effected by introducing a creature of the Dewanjee (the Guicowar's commander) into the office of minister to each of the chiefs. By this plan some hopes of relief from pressing demands of tribute were held out to them, but in the end the Dewanjee, or his dependants, and the new minister preyed upon the Zemindaree at their own discretion. If it were desirable to restore things to their ancient footing, which seems more than doubtful in the present state of the surrounding country, it is now impracticable, and there remains no alternative but to bestow effectually on our part that protection which the Zemindars are no longer capable of affording to themselves. In Mahee Kanta the case is in many respects different. Our guarantee, though promised by the Assistant deputed to that district in 1811, was not confirmed till very lately, and as it was only binding for a period of 10 years, we had the choice of receding from it if we thought proper. It, however, appeared to me much more desirable to render it perpetual. As long as the Guicowar kept a force in Mahee Kanta the

country was in a state of constant irritation, and our neighbouring districts suffered from the depredations of rebels and outlaws. Since the force was withdrawn in consequence of Mr. Williams arranging that the tribute should be paid at Baroda, the country has been in comparative tranquillity, and the Guicowar's tribute is likely to be realised without either expense or difficulty. The position of Mahee Kanta, which stretches along our frontier for an extent of near 100 miles, renders its tranquillity an object of great interest to us, and as we are already bound to assist the Guicowar against rebellious tributaries, it is desirable that we should have the means of preventing any of them from being driven into rebellion.

23. I therefore proposed to Syajee Rao that we should collect his tribute both in Kattywar and Mahee Kanta; that he should engage to have no concern with the tributaries, unless we should call for his aid. Allowances are made by these agreements for defalcation in the revenue from natural causes, and for expenses incurred in reducing refractory Zemindars. I did not think it worth while to insert any stipulation for the payment of the ordinary expense of management, because it has hitherto cost nothing, and because such a condition would have secured the Guicowar's rejection of the proposal, which was already not improbable. These objections were that the transfer of the exercise of this part of his rights to the Company lessened his importance, and even occasioned a risk of ultimately losing him the rights themselves. This last, indeed, appears to be the real cause of his repugnance, as he probably entertains fears that the British government may wish

to profit by the transactions with the tributaries from which they wish to exclude him. I endeavoured to facilitate the attainment of His Highness' consent by pointing out the saving that would accrue from his withdrawing his army out of Kattywar, but I found this was really among the obstacles to my success, for Syajee had been persuaded by those who were gainers by that expenditure to consider it as of importance to his consequence, and he would only agree to abstain from sending troops into the lands of the Zemindars on condition that he should be allowed to keep up both them and his civil establishment within his own immediate possessions in the Peninsula of Kattywar. To this I agreed, because it did not affect the object of protecting the tributaries, and because I thought the Guicowar would of himself discontinue the establishment when he found it an useless expense, neither tending to keep up his power over the Zemindars, nor required to check any plan on our part of diminishing his influence. The plan will hereafter be for the Zemindars to pay their tribute at Umrellee and Baroda without any further intercourse with the Guicowar government. In minor cases of failure, we may, if we please, employ the Guicowar's troops to enforce payment (though I should not think such a measure desirable), and in important cases, when our troops may act against them, we may levy the extra expense from the refractory tributary himself. An assistant of the Baroda Residency may be employed to superintend these arrangements, and no officer can have greater experience in this duty than Captain Ballantyne, who is already employed in this manner in Kattywar.

I am not, however, of opinion that any additional salary which that officer may be entitled to should be granted at the Guicowar's expense; but a demand, however just, would always appear unreasonable to His Highness, and in this case in particular, when the employment of an European officer rather than a Native is in opposition to his own declared sentiments. A translation of a writing given to me by the Guicowar, fixing his future relation to the tributaries in Kattywar and Mahee Kanta, accompanies the minute. The Resident at Baroda should be called on for a paper of minor demands relating to Kattywar, which the Guicowar presented with my answers. This paper being only furnished on the day I left Baroda, I could not obtain a translation.

24. Before I conclude, it is proper that I should say something of the effects of our past measures on the Guicowar's country, and of the prospects held out by the present.

25. There can be no doubt that the effect of our connection with the Guicowar has hitherto been extremely favourable. Our interference must have caused much annoyance, and the rule of our Native agent much more; but these were compensated even to the Court, by their deliverance from the dominion of the Arabs, by the order introduced into their finance, and by the safety and tranquillity of their capital and country. Except in Kattywar, the people gained still more by the absence of all violence, either foreign or domestic, and from the check imposed by our Resident on the tyranny of the officers of the Guicowar government. It is not to be expected that

things will go on quite as well hereafter, and in points where we are immediately concerned, the transfer of direct authority from our own hands to those of others will doubtless be much felt; but judging from the present state of things in Guzerat, and from the character of Syajee (who, considering his total inexperience, is remarkably far from want of talents or of application to business), I should hope that his administration will not be inferior to that of most Indian princes. In respect to fidelity to his alliance, he has at present neither motive nor inclination to take any step hostile to the British government, and it is to be expected that his release from all vexatious interference, and the marked line drawn between him and the British authorities, will prevent any of those misunderstandings in which a disposition to such conduct is most likely to originate. Much will depend on Syajee's advisers, and much on the talents and temper of the Resident. Every man connected with the Residency must lose some portion of power or consequence by our retiring from the administration of the Guicowar's government, and every one will be ready to misrepresent the Guicowar, and to foment disputes between him and the Resident. On the other hand, Syajee Rao, though at present more open and more tractable than is usual with independent Native princes, is not unlikely to give offence hereafter by his jealousy of his authority, and he is not above the practice of evasion and double dealing, which tends more than anything else to increase every misunderstanding. It will therefore require considerable effort on the part of the Resident to avoid

over interference and irritation on the one hand, and on the other, entire neglect of the Guicowar's proceedings, which in the end would be as injurious as the opposite error.

26. I retain my opinion as to the necessity of the Resident being provided with a Native agent whose salary should be on a liberal scale, but I am more than ever impressed with the necessity of his managing all business of importance by direct intercourse with the Guicowar, and excluding his agent from everything like political ascendency at the durbar. For this purpose, I have requested Mr. Williams to conduct all the business himself for such a period at least as may be necessary to give him a complete and intimate knowledge of all details, and may show the people about the durbar that even in them he is capable of understanding any complaint, and, consequently, is entirely above the control of the Native agent. Whoever is appointed to this last office should be named by the Resident without reference, and should only be known to Government by his pay being charged with the rest of the Resident's establishment.

27. There are a few points not immediately connected with the general settlement of the Guicowar's government which I have reserved to mention separately.

28. I found Syajee Rao very anxious to obtain possession of the treasure of Annund Rao, and as he had agreed to the provision promised to Tuckutbye, there was no longer any reason for withholding it. I therefore requested him to take possession, and deputed Captain Ballantyne at the same time to take

an inventory of the whole property, to call on Tuckutbye for a list of such property as she considered to belong to her, explaining to her that everything which she could prove to be her own should be restored to her. Tuckutbye at first said it was all her own, being the savings of Annund Rao out of his personal allowance, and that she would die rather than permit any of it to be removed. Finding this made no alteration in the decision announced to her, she afterwards gave her consent to the removal of the treasure, but the door of the treasury was now beset by some troops formerly in the immediate service of the late Result Sing, who refused to allow it to be removed until their arrears were settled. Their clamours were at length quieted by Captain Ballantyne, who showed great temper and firmness as well in his transactions with them as in those with Tuckutbye, and an inventory was made out by the Guicowar minister and the Bye's agent. Many articles were recognised to be part of the jewels belonging to Manajee Guicowar, the fourth prince counting back from Syajee, which is sufficient to disprove the assertion that the whole was collected by Annund Rao. Tuckutbye having furnished a list of the property she claimed, and Syajee having promised to restore it if proved to be hers, the treasure was made over to his officers and removed to his palace.

29. I may observe that Bulwunt Rao, the son of Annund Rao by Tuckutbye, showed a disposition on several occasions to make himself appear independent of Syajee, absenting himself from that Prince's public interviews with me, though sent for, wishing to visit

me separately, and without Syajee's leave, and inviting me to an entertainment at his own house in the same manner as had been done by the Raja. These attempts I decidedly discouraged, but otherwise treated Bulwunt Rao with attention.

30. The settlement with the family of Futteh Sing was mentioned at my first interview. On this head Syajee showed considerable anxiety and impatience for a decision,—a feeling which the circumstances of the case rendered very natural.

31. The widow of his elder brother had been permitted by the British Resident to adopt a son on the express condition of that son renouncing all right to the musnud derived from such adoption. Without this renunciation, the adoption would have given to the adopted son an undoubted right to succeed to the musnud in preference to Syajee himself. The adoption had been completed, but no written acknowledgment of the condition had yet been obtained from the relations of the adopted son. They were therefore at liberty to say, and actually did say, that they had never heard of the condition, and that they conceived the adopted son to have succeeded to all the rights of his deceased father. To guard against such a pretension, a paper had been drawn up, and signed by Captain Carnac (who, as the person who permitted the adoption, must best have known the terms on which permission was granted), by which the relations of the adopted son renounced all title derived from the adoption to succeed to the musnud. This paper the family refused to recognise, and the British government solicited His Highness to acquiesce in the refusal.

These proceedings obviously throw considerable doubt over Syajee's title to the musnud. The mere omission of so important a part of the agreement in the written instrument could not but give rise to doubts; but striking it out after it had been inserted by the Guicowar and signed by the Resident, amounted to a virtual abandonment of the condition which it contained, and left the adopted son in possession of all his rights as much as if the renunciation had never been mentioned. It is true that the Resident was authorised to assure Syajee that the British government considered the adopted son to have renounced his title, and Syajee, from his confidence in our power and good faith, might feel secure that the claim of the adopted son was not likely ever to operate to his own exclusion from the musnud; but he could not fail to be conscious of the defect in his title, and to be apprehensive of the advantage that might be taken of it under any future change of circumstances. It therefore seemed to me essential, towards securing Syajee's right, that the family of Futteh Sing should, on the part of the adopted son, recognise, in the most unequivocal manner, the paper which had been signed by Captain Carnac, and I was happy in being able to effect this without inconsistency with the orders of the late Government; as this is the course which Government had directed to be adopted in case any decided opposition were offered by Syajee to the other plan which it had proposed. I therefore communicated to the family of Futteh Sing the view I had taken of the subject, and I had several interviews with Dadjee Gooroor, the

brother of Futteh Sing's wife; Captain Ballantyne likewise had several interviews with the ladies themselves. Throughout the whole of these meetings, they mentioned the right of the adopted child to succeed to Futteh Sing's rights in preference to Syajee; they quoted numerous examples of successions to governments transmitted by adoption, and appealed to me whether I had ever heard of an imperfect or conditional adoption like that now proposed. Dadjee Gooroor receded from this high ground so far as to allow Syajee to govern during his life-time, but insisted on the boy's recovering his rights on Syajee's demise. On my alluding to the condition annexed by Captain Carnac to the adoption, Dadjee Gooroor denied that the ladies had ever heard of it, or that they would ever have consented to it, if they had heard of it. To this I replied that Captain Carnac could have given his consent on no other terms, and that if he had agreed to an adoption which should supersede Syajee's rights, it could never have been confirmed either by the Guicowar or the British government.

32. The wife of Futteh Sing on this renewed her threats of putting an end to her life, but as this could not influence me to allow Syajee's succession to be disputed, she next talked of following me to Bombay, and never quitting me till her object was gained. On my repeatedly explaining that a refusal to perform the condition annexed by Captain Carnac to our guarantee destroyed the guarantee itself, the rest of the family gave up the boy's claims, and agreed to accept an allowance on the proposed terms; but the mother of the boy adhered to the last to her refusal

of consent to the renunciation of all claim from the adoption, and in consequence I formally announced to Syajee, in writing, that our guarantee was at an end. I at the same time recommended him to give to each member of the family separately the allowance originally proposed for that individual on his or her admitting that the adoption gave the boy no title to the musnud.

33. It is to be observed that the family of Futteh Sing during the whole of this discussion never showed the least anxiety about the right of the adopted boy to succeed by his birth independent of the adoption; and when it was mentioned to them by Captain Ballantyne, they paid no attention to it, but recurred to their former demands. Syajee, on the other hand, insisted that this natural right was destroyed by the adoption, but I explained both to him and to the Byes that this question was open to the decision of Hindoo law, and was in no wise affected by the renunciation.

Vide G.

34. The Guicowar presented me with a paper containing several demands of his government against the Company, which I promised should be investigated. The principal was the claim to Ghasdanna both in Kattywar and in our other possessions in Guzerat. This, he said, was an ancient source of revenue which had fallen to the Guicowar's share in the partition of Guzerat. He said that it was the part due from Kattywar only which was renounced by a treaty with the Peishwa, and even that, he said, had regularly been collected, notwithstanding

Claims advanced by the Guicowar.

the treaty, for the last 50 years. I assured him that if he could prove that, he should receive his due, and that he might depend on it all his claims would be treated with strict justice.

35. Syajee repeatedly entreated me, in the most earnest terms, to grant a provision in his native country to his brother-in-law, a Sirdar named Dhybar, who has lost his Jagheer in the Deccan. This wish I promised to consider.

36. I cannot conclude without recording my approbation of the zealous and able assistance I received from Mr. Williams in all my transactions at Baroda. Mr. Williams has been so fortunate as to gain Syajee's confidence, and as he takes a liberal and correct view of the relation between the Prince and the Company, I hope that, as far as depends on him, the new arrangements will go on well. I also received much assistance from Captain Ballantyne, and from Captain Barnwall on the subject of Kattywar, and from Captain Reynolds, of the Commissariat, in arranging the Guicowar's accounts.

P.S.—When I was about to leave Baroda, I received from Syajee four charges, of which a translation is annexed, against Dhackjee, which I left to Mr. Williams to examine. On my return, I found Dhackjee admitted the charges, and justified his acting as he did by the consent of Government at the time of his appointment. I told him that the expression which he quoted gave no such authority; that his profits had been enormous; that I doubted the legality of his taking money while Native agent; and that if it were

l legal, he must expect to refund. Mr. Williams will report on this subject in detail.

I found on my return that the British guards had been withdrawn from the town and palace, and I directed those in the fort of Hurree to be likewise withdrawn as soon as I found there was no military object in retaining them.

At the Guicowar's request, I directed Mr. Williams to issue a short proclamation announcing His Highness having entered on the administration of his own government; a copy of the draft is annexed.

A.

Substance of a Letter from the HONORABLE M. ELPHINSTONE, *Governor of Bombay, to* HIS HIGHNESS SYAJEE RAO GUICOWAR, *dated April 3rd,* 1820, *answering to 17th Jumandee-ool-Aber, Arabic year* 1220, *and to Chuitru Wud 4th, September* 1876.

Since my arrival at Baroda we have had many interviews, at which, besides increasing the former friendship by personal intercourse, we have had various conferences regarding the manner in which you are to be vested with the administration of your own government. For the better remembering of the points settled, I now commit them to writing.

All foreign affairs are to remain as hitherto under the exclusive management of the British government.

With regard to the internal affairs, your Highness is to to be unrestrained, provided you fulfil your engagements to the bankers of which the British government is guarantee. The Resident is, however, to be made acquainted with the plan of finance which your Highness shall determine on at the commencement of each year. He is to have access to the accounts whenever he requires it, and is to be consulted before any new expenses of magnitude are incurred.

The guarantees of the British government to ministers and other individuals must be scrupulously observed.

Your Highness to choose your own minister, but to consult the British government before you appoint him.

The identity of interests of the two states will render it necessary for the British government to offer its advice whenever any emergency occurs; but it will not interpose in ordinary details, nor will its Native agent take a share, as formerly, in the Guicowar government.

This letter is written in the spirit of entire friendship and good-will towards your state, and I look to hear henceforward of your increasing prosperity and reputation.

B.

List of Debts owing by the Guicowar State.

	Rs.	q.	rs.
To Hurry Bhuktee Parukh on account of money advanced for the expenses of the Hindoo year 1875, A.D. 1818-19	13,65,275	2	87
For the expenses of the current year.....	10,00,000	0	0
On account of the expedition against the Khosas.....	2,00,000	0	0
To Ruttonjee Candas	78,016	2	69
To the bankers who advanced money for the payment of the troops in Malwa	13,08,344	2	0
To Sir J. Malcolm on the same account	14,00,000	0	0
Arrears due to troops for 1874-5.	25,40,709	2	31
An old debt not included in the Company's guarantee	3,88,852	3	94
Ruttonjee Manickchund on account of advances to the local Government in Kattywar	11,34,054	3	75
Ruttonjee Dhackjee on the same account	2,60,542	3	75
Arrears of the troops employed in Kattywar for five years.....	5,25,000	0	0
Carried over....Rs.	1,02,00,797	1	31

	Rs.	q.	rs.
Brought over....Rs.	1,02,00,797	1	31
To bankers who advanced money for the expenses incurred in Rajpeepla	1,08,000	0	0
To arrears of troops employed in Rajpeepla for three years	4,57,500	0	0
Total....Rs.	1,07,66,297	1	31

(Signed) J. P. WILLOUGHBY.

Memorandum of Sums due by the Guicowar to the Parukh (bankers) and Forces, year Isreen Myantyn Ouluf (A.D. 1819-20).

	Rs.	q.	rs.
To Hurry Bhugtee	13,65,275	2	87½
„ Ruttonjee Candas	78,016	3	68¾
„ Parukhs of Malwa.....	13,08,344	2	0
On account of notes for the forces, &c.—			
A note .. 23,40,709 2 31¼			
Ditto .. 2,00,000 0 0			
	25,40,709	2	31¼
Note given in the present year on the Parukhs, viz. :—			
On account of			
Khosas.... 2,00,000 0 0			
Do. of last year. 10,00,000 0 0			
	12,00,000	0	0
Amount due to Sir John Malcolm.	14,00,000	0	0
	78,92,346	2	87½
Carried over....Rs.	78,92,346	2	87½

		Rs.	q.	rs.
Brought over.... Rs.		78,92,346	2	87½
Unguaranteed debt		3,88,852	3	93¾
On account of Rajpeepla, viz.—				
due to Parukhs (bankers)	1,08,000 0 0			
Ditto to Sebundees	4,57,500 0 0			
		5,65,500	0	0
On account of Kattywar.				
Due to Parukhs—				
Ruttonjee Manickchund	11,34,054 3 75			
Ruttonjee Dhackjee	2,60,542 3 75			
Sebundees for five years	5,25,000 0 0			
		19,19,597	3	50
Rupees....		1,07,66,297	2	31¼

A true translation.

(Signed) J. TAYLOR,

Depy. Secy. & Trans., Office of Country Correspondence.

Memorandum of the terms of the Loan to be advanced by the Parukhs (Bankers) year 1876 (A.D. 1820).

1st. For the payment of a loan of fifty lacs of rupees, let Wurats (assignments in the revenue) to the amount of fifteen lacs of rupees be given annually.

On account of the loan of fifty lacs of rupees Wurats to the amount of twelve lacs of rupees will continue to be given.

For the payment of the running loan of thirty lacs of rupees, let Wurats of thirty lacs of rupees be given annually, and if there be any deficiency, we shall take credit for it in the loan.	In regard to the running loan of thirty lacs of rupees, it is agreed that, after paying the balance of the last loan with interest, another loan shall be made, and thus to go on annually.
1st. We shall receive net interest at 14 annas per cent., without allowing any abatement on account of Munotee (premium). For the loan of fifty lacs of rupees at 3 per cent. Ditto for the running loan of thirty lacs of rupees, at 2 per cent.	Interest will be given and received at the said rate.
1. The Potadaree (discount on payments) we shall receive at two and a-half per cent., and we shall pay one per cent. and a-quarter to the Sirkar.	Will be paid at the said rate.
1. We shall receive the one month's credit, &c. on the Sirkar's Chittees (or notes) according to custom.	To be paid and received agreeably to former usage.
1. Sirpaos (or honorary dress) shall be given to the Sait and Goomashtas agreeably to custom.	To be received according to custom.
1. Notes exceeding the stipulated loan are not to be issued (we) shall not pay the amount.	They will be given according to custom.
1. The separate loan for the Silladars, which it has been usual to effect, shall not be allowed.	If notes to the amount of two and a-half or three lacs of rupees beyond the loan be issued, you are to accept them.
The sum of forty-two lacs of rupees due to the late Potadar Hurry Bhugtee to be discharged with	No separate loan to be opened.
	After deducting the Wurat collections from the arrears, the balance, with

interest. If any deficiency occur in the Wurat collections, we shall take credit in the new loan.	interest, shall be discharged by giving credit in the loan.
1. The amount due to General Malcolm, which is included in the loan, shall be paid in twelve months from this date.	To be paid at the stipulated time with such interest as shall be demanded.
1. The sums due on account of the late loan, effected without guarantee, are to be discharged with interest.	The amount of the loan without guarantee is credited in the Sirkar, according to which they shall be included in the loan.
1. The amount due to the Parukhs on account of the Potadaree of Malwa, and of the Hoozoor (Baroda), shall be discharged, and the paper executed in partnership by Hurry Bhugtee and Dhackjee Dadajee, and also the writing of Ruttonjee Candas, along with the Kattywar and other writings, shall be given up.	On settling according to what is right the papers shall be given up.
1. For the performance of the foregoing articles the Honorable Company's guarantee shall be given.	The guarantee shall be obtained and given.
1. The account of both loans shall be made out in twelve months, and the running loan of thirty lacs of rupees shall be discharged every year, after which we shall enter into a (new) loan to the same amount on account of the Hoozoor (Baroda) Potadaree.	The account shall be made in the manner desired.

A true translation.

(Signed) J. TAYLOR,

Depy. Secy. & Trans., Office of Country Correspondence.

Memorandum granted to Hurry Bhugtee, Myral Narayen, Samul Bechur, Khooshalchund Ambaeedas, Mungul Sukhidas, and Ruttonjee Candas, Parukhs (Bankers), containing articles of agreement for a running Loan on the Potadaree account, year Soorsun Isreen Myantyn Ouluf (A.D. 1819-20).

1. For the payment of the forces, &c. thirty lacs (30,00,001) shall be received from you annually, according to your shares, viz. :—

	Rupees.
Hurry Bhugtee, Parukh, a share of five annas	9,37,501
Myral Narayen, Parukh, a share of five annas	9,37,500
Samul Bechur, Parukh, a share of one anna and a-half	2,81,250
Khooshalchund Ambaeedas, Parukh, a share of one anna and a-half	2,81,250
Mungul Sukhidas, Parukh, a share of one anna and a-half	2,81,250
Ruttonjee Candas, Parukh, a share of one anna and a-half	2,81,250
	30,00,001

For the payment of the above running loan, Wurats (drafts) to the amount of thirty lacs will be annually given on the revenue of different Mahals (districts).

2. Interest and Munotee (premium), viz.:—

1. Munotee (premium) at two per cent. will be credited at the end of the year for the notes which will be given annually.

1. The account of interest of 14 annas per cent. will be annually made out; also on deducting the interest of the amount of collections, the net interest will be paid without any abatement.

1. From the Potadaree notes, two and a-half per cent. shall be deducted, and one and a-quarter per cent. shall be paid to the Sirkar.

1. For the payment of this loan with interest, Wurats (drafts) will be annually granted on different Mahals, &c. On granting Wurats, if any balance remain, it will be credited in the new loan, and thus payment will be made.

1. Notes to the amount of two lacs and a-half, or three lacs of rupees exceeding the loan, must be accepted.

1. One month's credit shall be allowed on the notes according to former practice. Altogether seven articles have been settled, which the Sirkar will fulfil, and for the fulfilment of which the Honorable Company is guarantee.

Dated 15*th Jamadee-oola-Khir, corresponding with the* 31*st March* 1820.

A true translation.

(Signed) J. Taylor,

Depy. Secy. & Trans., Office of Country Correspondence.

D. (L. S.)

Translation of an Agreement entered into by Syajee Rao Guicowar Senakhaskhel Shumshere, with Hurry Bhugtee, Myral Narayen, Samul Bechur, Khooshalchund Ambaeedas, Mungul Sukhidas, and Ruttonjee Candas, Parukhs (bankers), Soorsun Isreen Myantyn Ooluf (A.D. 1819-20.)

A loan of 50,00,001 Rupees has been received from you on account of Potadar of Hoozoor (Baroda) and of Malwa, as well as for liquidating the debt to Sir John Malcolm, and for the payment of the amount due to the forces, &c.

The amount has been fixed according to original shares, but payment shall be made agreeably to the dates of the notes, which will be given by the Sirkar, and the account will be made out in the same manner:—

	Rupees.
Hurry Bhugtee, Parukh, a share of five annas	15,62,501
Myral Narayen, Parukh, a share of five annas	15,62,500
Samul Bechur, Parukh, a share of one anna and a-half	4,68,750
Khooshalchund Ambaeedas, Parukh, a share of one anna and a-half	4,68,750
Carried over.... Rs.	40,62,501

Brought over ... Rs.			40,62,501
Mungul Sukhidas, Parukh, a share of one anna and a-half			4,68,750
Ruttonjee Candas, Parukh, a share of one anna and a-half			4,68,750
Munotee (premium) and Sirpao (honorary dress), viz.—			
Munotee at 3 per cent.		1,50,000	
Sirpao, viz. :—			
To the Sait	30,000		
„ Gomashtas	20,000		
	———	50,000	
		———	2,00,000
Besides the following item, net interest at 14 annas per cent. will be allowed, and no abatement demanded.			
			52,00,001

For the payment of this, Wurats (drafts) will be granted from the year 1877 (A.D. 1821) on various districts, viz. :—

	Rupees.
On the Purgunna of Baroda..,.....	2,00,001
Ditto ditto of Petlaud	3,00,000
On the province of Surat Uttaveesee and its districts.....	6,00,000
On the Purgunna of Kurree	50,000
Ditto ditto of Putun	50,000
	12,00,001

Thus the sum of fifty-two lacs of rupees has been received as a loan, and an item concerning the interest thereof is mentioned above, and until the whole is paid off with interest, wurats to the amount of twelve lacs of rupees are allowed from the ensuing year on different districts. These wurats will be granted annually. There is a separate memorandum containing articles of agreements which shall be performed, and for the performance of which the Honorable Company is guarantee.

Dated 15*th Jumadee-oola-Khir, corresponding with the* 31*st March* 1820.

A true translation.

(Signed) J. TAYLOR,

Depy. Secy. & Trans., Office of Country Correspondence.

E.

Estimate (*of the Receipts and Expenditure*) *for the ensuing* 1877 (A.D. 1821).

RECEIPTS.

	Rs.	q.	rs.
Total, about	68,50,000	0	0
Also 1,25,000 0 0			
Also 30,000 0 0			
	1,55,000	0	0
Expenses reduced	1,05,000	0	0
	71,10,000	0	0
Deduct the amount appropriated for the reduction of debts	15,00,000	0	0
Balance, about	56,10,000	0	0

The particulars of the Expenditure, viz. :—

	Rs.	q.	rs.
Horse	6,41,250	1	0
Silledars	10,40,000	0	0
Sebundee	7,88,476	3	0
Charges in the Mahal	6,53,000	0	0
Private expenses of the Sircar	50,000	0	0
Charges at the Bhundra (a place where some widows of the family reside)	44,300	0	0
Futteh Sing Rao Guicowar	27,155	0	0
Ladies of the family	3,76,218	0	0
Moodeekhana (provision department).	4,50,000	0	0
Jamdarkhana (wardrobe department).	1,25,000	0	0
Camel Establishment	5,000	0	0
Artillery	63,000	0	0
Arsenal	27,000	0	0
Mulhar Rao Guicowar	34,600	0	0
Kanojee Rao Guicowar	24,000	0	0
Elephant Establishment	10,000	0	0
Furashkhana (Carpet, &c. store-room)	5,000	0	0
Building	50,000	0	0
Gardens	7,000	0	0
Wunchutra (places at which travellers and others are supplied gratuitously with victuals)	36,000	0	0
Religious and charitable donations.	50,000	0	0
Charges for Priests	10,000	0	0
Carried over.... Rs.	45,16,999	4	0

		Rs.	q.	rs.
Brought over....	Rs.	45,16,999	4	0
Villages granted as Doomallee		3,89,000	0	0
Khatkhurch (deficiency)		1,08,000	0	0
Mukoondrad		9,000	0	0
Sundries	2,58,000 0 0			
To Weddings and other ceremonies	2,00,000 0 0			
		4,58,000	0	0
Poona charges.....		4,000	0	0
Expedition charges, viz:—				
A. Malwa.....75,000 0 0				
On account of Khosas (banditti).....50,000 0 0				
		1,25,000	0	0
Rupees....		56,10,000	0	0

A true translation.

(Signed) J. TAYLOR,

Depy. Secy. & Trans., Office of Country Correspondence

C.

Translation of a Paper containing the Terms proposed by the Bankers, with the Answers returned by the Guicowar Government.

1st. Parukhs (the Bankers) agree to make a loan of fifty lacs, provided they receive fifteen lacs of Wurats (assignments on the revenue) annually.	The Sircar agrees to give twelve lacs annually.
2nd. To make a loan of thirty lacs, its discharge to be arranged annually, and what shall remain to be carried to account in the next year's loan.	Sircar agrees.
3rd. The interest to be at fourteen annas, and no abatement to be made.	The Sircar agrees to give and take fourteen annas respectively.
4th. Munotee (premium) on the loan for fifty lacs to be at 3 per cent., and on the thirty lacs at 2 Rupees annually, and discount on all payments.	4th. Sircar agrees.
5th. The Potadaree discount on all payments at 2½ per cent. to be equally divided between the Government and bankers.	5th. Sircar agrees.
6th. The Chittees (drafts) of the Sircar to be paid after one month's sight according to custom.	6th. Sircar agrees.
7th. Serpao (an honorary dress) to the Sait and Goomastahs to be given.	7th. According to custom.
8th. The loan being made, beyond it no Chittee (draft) to be given.	8th. Sircar say from 2,50,000 to 3,00,000 beyond, must be allowed.

9th. Silledars loan not to be made separately.	9th. Sircar agrees.
10th. The arrears of Potadars to be discharged from the present loan to be paid by Wurats; what is recovered to be deducted.	10th. Sircar say they have given Wurats (assignments on the revenue), and deducting which a discharge of the rest with interest will take place.
11th. What is owing to Sir John Malcolm Saheb to be paid in one year.	11th. Sircar agree, and the interest which may be settled by Sir John Malcolm to be given.
The debts due in this Bhandary are to be paid with interest from the present loan.	Sircar will give the principal, but no interest.
What is due on account of the Malwa Potadaree and on the Baroda Potadar to be discharged, and Hurry Bhugtee and Dhackjee Dadajee, who have a partnership agreement, and the one which is written, Ruttonjee Candas, for Kattywar, to be given up.	Sircar says that an arrangement will be made conformably to justice.
To the foregoing articles the Company's Bhandary to be affixed.	Sircar agrees to procure it.

(Signed) J. P. WILLOUGHBY,
Acting Resident.

Note.—This paper was furnished me by the Resident at Baroda. It appears to have been made hastily, perhaps by a native, in consequence of the hurry of my departure. The agreements actually signed will be transmitted in due course by the Resident. In the mean time this paper shows the terms.

(Signed) M. ELPHINSTONE.

D.

Translation of the Potadaree agreement with Hurry Bhuktee, dated Soomas Asir Meyateen Wuluf (A.D. 1815).

To you is given by this Government the business of the Potadaree from the year 1873 to the year 1878, *i. e.* for five years. The articles for the agreement of which are as follows:—

1. The revenue of the mahals will be paid to you, and orders for defraying the expenses of Government will be drawn upon you, which orders must be brought to account.

2. The stipulation for interest and Munotee is as follows:—

Interest for all sums received from the revenues is to be credited to the account of Government at the rate of three-quarters per cent. per mensem, and the same rate will be paid to you for all sums advanced by you on account of Government.

For all orders of Government paid by you, Munotee (or a premium) of two per cent. will be allowed.

3. The Potadaree (which is to be deducted from all drafts drawn upon you) is fixed at 2½ per cent., half of which is to be credited to the Government, and half to be kept by yourself.

4. The probable amount of the money which will be required by Government is to be estimated, but you are not to object to advance from five to seven lacs beyond the annual estimate.

5. The interest was formerly fixed at one per cent. per mensem, but it is now reduced to three-quarters per cent. It is therefore stipulated that no further reduction shall take place during the term this agreement is binding.

The above five articles has been agreed to by Government, and the account is to be made up at the end of every year, and Wurats will be given to you in discharge of the balance for which the Company's Bhandary is given.

True translation.

(Signed) J. P. WILLOUGHBY,
Assistant in Charge.

24th January 1820.

N. B.—The Kattywar or Malwa agreements are the same, with the exception that the rate of interest for the latter is 12 instead of 9 per cent. per annum.

True copy.

(Signed) J. P. WILLOUGHBY,
Assistant to the Resident.

E.

An Estimate of the Receipts and Expenses of the year 1877.

The total revenue *		68,50,000
To this add	* 1,25,000	
	† 30,000	
	1,55,000	
‡Expense reduced—		
Mahal Muscoor		1,05,000
Total..		71,10,000
§ From this is to be paid		15,00,000
The remainder.....		56,10,000
Pagah		6,41,250¼
Silledar		10,40,000
Sebundee		7,88,476¾
Mahal Muscoor		6,53,000
Khasgee expenses of Syajee Rao		50,000
Tuckutbye and widows		44,300
Futteh Sing Rao's family		27,155
On account of the expense of the ladies of the family		3,76,218

* This is the new sum levied by Dhackjee.

† I think this is an addition expected this year from the farmers of the Baroda Pergunna.

‡ This is a saving of the expenses of collection by which the net revenues is increased.

§ This is the sum set aside for the reduction of the debt.—M. Elphinstone.

		Rupees.
Modeekhana		4,50,000
Jamaharkhana		1,25,000
Outh Kurch		5,000
Topkhana		63,000
Gunjkhana		27,000
Mulhar Rao Guicowar		34,600
Kanojee Rao		24,000
Feelkhana		10,000
Furashkhana		5,000
Imarut Kurch		50,000
Gardens		7,000
Anachatra		36,000
Dhurmadao		50,000
Meman Kurch		10,000
Doomallagaum		3,98,000
Kot Kurch		1,08,000
Moorar Rao		9,000
Kirkool Kurch		
	2,58,000	
For marriages, deaths, &c.	2,00,000	
		4,58,000
Poona charges		4,000
Swarree Kurch—		
Malwa Babut	75,000	
Khosas	50,000	
		1,25000
Total....		56,10,000

SOCIETY OF BOMBAY LIBRARY

(Signed) M. Elphinstone.

[I regret extremely the imperfection of these papers, furnished in great haste by the Acting Resident. I recommend that gentleman should be called on for the enclosures B, C, D, E, in the original Muratha, together with accurate translation.]

(Signed) M. ELPHINSTONE.

F.

Translation of a Memorandum under the Seal of His Highness Syajee Rao Guicowar.

With a view to the tranquillity of the country, and to the peaceable realisation of His Highness the Guicowar's tribute from Kattywar and Mahee Kanta, it is agreed that His Highness Syajee Rao Guicowar shall send no troops into the lands of the Zemindars, in either of those tracts, without the consent of the British government, and shall make no demand on any Zemindar or other person of those provinces except through the medium of the British government. The British government engages to procure payment of the Guicowar's tribute free of expense to His Highness, agreeably to the principles of the settlement made with the Zemindars of Kattywar and Mahee Kanta respectively in the year 1807-8 (answering to Sumbul 1864) and in 1811-12 (answering to Sumbul 1868).

If any great expense be produced by the refractory conduct of the Zemindars, the British government

shall be at liberty to levy that amount and no more from the Zemindars resisting.

Executed on the 4th of Chuitru Wud, answering to Jumadee-ool-Akher 1220 *Fuslee, and to April 3rd,* A.D. 1820.

G.

Translation of a Letter to Syajee Rao Guicowar, Senakhaskhel Shumshere Bahadoor from the Honorable MOUNTSTUART ELPHINSTONE, *Governor of Bombay.*

A. C.

On the death of the late Futteh Sing Rao Guicowar, for the purpose of quieting the minds of his wives and family it was agreed by Captain Carnac, Resident at Baroda, that a child should be adopted, but that the said child was to have no claim whatever to the government; and it was agreed under the guarantee of the British government, that the family should receive a provision from the Guicowar government; but as they now refuse to abide by these arrangements, the guarantee promised by the Resident is hereby annulled.

3rd April 1820, *or 17th Jumadee-ool-Akher, or Sumvut* 1876, *Chuitru Wud 4th.*

H.

Dhackjee received 2,75,000 Rupees from the Guicowar as brokerage (Dullalee) in 1873. In the

report this was accounted for by charging 2,30,000 Rupees as outstanding in Mahee Kanta, and 45,000 as paid into the treasury.

2. Rupees 4,00,000 were due to the Pagadars at the time of Colonel Walker's settlement; they got nothing till the settlement in 1873. when it was settled they should be content with 2,11,000. Of this Dhackjee kept 1,90,000 to himself, charging 1,80,000 as paid to Futteh Sing's creditors, *who* are to this day unpaid, and 10,000 to some other account.

3. Colonel Walker fixed eight annas a year as commission for being security for revenue (Haume); Dhackjee used to take arbitrarily as far as two per cent., so that in three years, when his whole receipts should have been 25,000 a year, or 75,000 in all, he took 3,00,000.

4. In 1873 Dhackjee charged two per cent. premium (Munotee) on a sum of 23,00,000 to bankers, although he had assignments (Barouts) for the amount, and was not to pay the bankers until it was realised. He has not as *yet* given his partner in the Potadarree credit for his share of this sum.

I.

The infirmity of the late Annund Rao having made it necessary to provide other means for the regulation of his country, a commission was instituted under the direction of the British Resident, which managed all affairs during the life-time of His late Highness.

The accession of His Highness Syajee Rao, a prince of full age and acknowledged ability, rendering this arrangement no longer necessary, the government will henceforward be conducted by His Highness in person, and all complaints and representations are henceforward to be addressed to him.

April 7th, 1820.

No. 690A. of 1820.

To

JAMES WILLIAMS, Esq.,
Acting Resident at Baroda.

POLITICAL DEPARTMENT.

SIR,

1. You are already acquainted with the principles of the late measures at Baroda, and the enclosed copy of a despatch from this Government to that of Bengal will serve as a record of those principles, and of the proceedings founded on them.

2. You will henceforward abstain from all interference in the internal affairs of the Guicowar government, except in such cases as will hereafter be pointed out. The control hitherto exercised by the Residents, and the practice of receiving complaints in all cases of abuses under the Guicowar government, is to be discontinued, except in cases where our guarantee has

been afforded to the party suffering, or where the party may be so far a dependent of the Government as to justify interference, even at courts where we never had enjoyed any control.

3. You will afford your advice to the Guicowar in cases where the line of conduct adopted by the prince seems likely to be attended with very serious injury to his state; but it is desirable that you should avoid interfering in common cases of mal-administrations, as more will be lost by destroying the feeling in the Guicowar that the success of his affairs depends on his own exertions than will be gained by remedies applied to partial evils.

4. On occasions where it is necessary to advise, you should be careful to give it in the least offensive manner, and with perfect freedom and candour. It should be given with such privacy as to make the conduct suggested appear to originate with the Guicowar himself; and on all occasions you *should* spare no pains to conciliate the confidence and goodwill of the Guicowar, as well as to uphold the character of his administration in the eyes of his subjects.

5. It will be peculiarly incumbent on you to offer advice in cases where the finances are likely to be deranged and the Guicowar's power of fulfilling his engagements to the bankers impaired. To guard against this, you must frequently inspect the accounts, and take measures to prevent any new expenses being incurred without your knowledge, for which purpose you must be particularly on your guard against separate accounts and clandestine terms, by which

the Guicowar may increase the disorder of his finances without appearing to depart at all from his engagements.

6. It will be necessary, in the first instance, to see that the money now raised is disposed of in the manner agreed on, and that the reductions lately conceded are actually carried into immediate effect. You will report the progress of those reductions. You are to take immediate measures for obtaining the security of bankers for the sum to be repaid to Sir John Malcolm, according to the Guicowar's agreement, concerting with Sir John Malcolm the most effectual means for securing the pay and regular muster of the contingent in Malwa, as promised by Syajee Rao on the Governor's last interview with him.

7. You will observe and report on the progress of Syajee Rao in the exercise of his present functions, his principal agents and advisers, and the general character of his government, both for intentions and ability; you are to keep the control of the tributaries, and to employ Captain Ballantyne on this duty, to provide that officer with instructions, and to send a copy to Government.

8. Further instructions will be sent to you regarding the Guicowar tributaries in Kattywar when Captain Barnwall's reports on those with which he is employed shall have been received. The tributaries in Mahee Kanta may remain on the same footing as at present, as long as they pay their tribute regularly at Baroda and do not plunder the country.

Should they be guilty of the least irregularity, prompt examples should be made by detachments of the subsidiary force.

9. When tribute is withheld, it will generally be expedient to enforce the payment by the employment of British troops rather than of the Guicowar's. Care must be taken in all transactions with the tributaries to maintain the Guicowar's nominal superiority, and the remembrance that his rights still exist, no less than to prevent any interference by his officers contrary to the present agreement. The Zemindars should pay their tribute into a treasury of the Guicowar's whenever it can conveniently be done.

10. You will furnish a copy and translation of the papers of demands presented by the Guicowar relative to the tributaries and of the Governor's replies.

11. A complete list of all the tributaries who are included in the late agreement as belonging to Kattywar and Mahee Kanta is to be forwarded immediately; it ought to be authenticated by the Guicowar or his minister to prevent future disputes. Great care must be taken to keep the accounts of the tribute clearly, and to have the means of satisfying the Guicowar whenever there may be a failure of the tribute.

12. Captain Ballantyne is allowed to draw the salary of a Collector, being Rupees 1,333-1-33 per month, which is to be inclusive of what he receives as First Assistant at Baroda, making an addition of Rupees 183-1-33; and to charge for his establishment and travelling expenses on honour, in which the Governor in Council confidently relies on that officer's observing every degree of economy.

13. You are to retain the conduct of all foreign affairs. No communications should be permitted between the Guicowar and any foreign state, except such as may at present be kept upon occasions of mere ceremony.

14. The nominal relation between the Guicowar and the Raja of Sattara may, perhaps, lead to a wish to open some communication between the Courts. This should be, by all means, discountenanced, and the Guicowar ought to be encouraged to assume the title of Raja, and the style of an independent prince. This, however, should be done with prudence, as a display of solicitude on the part of the British Government would at least lessen the Guicowar's anxiety about titles, which he would feel were within his reach. In addition to these general instructions, there are some affairs now in progress, or lately concluded, on which it is desirable that the wishes of Government should be communicated to you.

15. The guarantee to Tucketbye is to be scrupulously observed, and her claims to part of the treasure possessed by the late Annund Rao to be immediately investigated; but while the British Government protects the Bye from wrong on the part of Syajee, it is equally incumbent on it to discourage all attempts on the part of that lady, or of her son, to assume a tone of independence of the established government.

16. The family of Futteh Sing Rao having rejected the conditions attached to the guarantee of the British Government, when promised to them by

Captain Carnac, have no longer any claim on our interference. You are, however, to remind the Guicowar that the Governor in Council expects that he will grant the allowances originally intended to the elder Bye, to Dodjee Gooroore, and to any other of the family who may have agreed to accept it on the original condition before the Governor left Baroda. The renunciation of the adopted child must, however, be introduced into any grant that is made to them, as it was into that signed by Captain Carnac.

17. It is proper here to observe that the renunciation alluded to is meant to be confined to the rights which might have been acquired by the adoption, and not to extend to those derived by Govind Rao from his birth; the effects of the adoption on which are left entirely to the operation of the Hindoo law of Divebaby, and are not at all affected by the present renunciation.

18. You will have received and forwarded to Government the written defence which Dhackjee Dadajee promised to furnish regarding the charges of embezzlement and corruption brought against him by Syajee. If the defence has not been given in, you will call on Dhackjee for it; and if he fail to deliver it, you should report what has passed without waiting longer.

19. The removal of the guards at Baroda is approved; those at Kurree will likewise have been removed. The allowances of the officers commanding those guards to cease from the end of the month when the guards were relieved.

20. You will transmit the original and translation of the paper of claims on the British government, presented to the Governor by Syajee Rao while at Baroda. You will also be pleased to report your opinion on each, after communicating with the local officers of the Honorable Company's government, to whose districts the claims refer.

21. You will report the salary you think necessary for a native Agent under the present change of circumstances.

22. The appointment of such an officer is not urgent at present, as all the details of the system will for a time require your personal attention.

23. Great temper and address will be required for a long time, to guard, on the one hand, against the effects of the discontent of our own dependents who lose influence by the change, and on the other, against the inexperience of the Guicowar, and his probable propensity to push his newly acquired independence beyond the bounds prescribed.

24. Government, however, relies on your zeal and ability for obviating these difficulties, and for retaining the confidence of Syajee, which you at present so fortunately possess.

I have the honour to be, &c.,

(Signed) F. WARDEN,

Chief Secretary.

Bombay Castle, 3rd May 1820.

No. 690 OF 1820.

POLITICAL DEPARTMENT.

To C. T. METCALFE, Esq.,
Secretary in the Secret & Political
Departments at Fort William.

SIR,—With reference to my despatch dated the 17th January last, I have now the honour to transmit to you, for the purpose of being laid before His Excellency the Most Noble the Governor General in Council, the inclosed copy of a Minute by the Honorable the Governor, dated the 18th of last month, containing on outline of his proceedings at Baroda, with its several accompaniments, and of the instructions which have been written under this date to the Acting Resident at Baroda, for his guidance, in which the extent of interference to be in future exercised in the affairs of the Guicowar government is defined, and general rules laid down for conducting henceforward the whole of our relations with that government.

I have the honour to be, &c.

(Signed) F. WARDEN,
Chief Secretary.

Bombay Castle, 3rd May 1820.

To F. WARDEN, Esq.,
Chief Secretary at Bombay.

POLITICAL DEPARTMENT.

SIR,—I have the honour to acknowledge the receipt of your despatch, No. 690, of the present year.

2. The Governor General in Council cordially concurs in the principles established by the Honorable the Governor in Council for the future management of our relations with the Guicowar State, and, with a single exception, in the arrangements prescribed in conformity to those principles.

3. The only point on which His Lordship entertains doubt is with regard to the provision settled on Dhackjee Dadajee. His Lordship is not satisfied that that person is deserving of any provision. It appears that further complaints have been brought forward against him which are still under investigation, and His Lordship concludes that if the result shall tend to confirm the presumptive evidence of misconduct already existing against him, he will be deemed unworthy of the provision at present assigned to him.

I have the honour to be, &c.

(Signed) C. T. METCALFE,
Chief Secretary to Government.

Fort William, 17*th June* 1820.

MINUTE.

The Governor General to be informed in explanation that no provision was assigned to Dhackjee Dadajee at the late settlement with the Guicowar. He had formerly received a grant of land in *Enam;* and as grants of that sort are seldom resumed, except in cases of treason, he was allowed to retain what he had acquired. He retains it, however, during the pleasure of the Guicowar only, there being no guarantee on the part of the British government.

This last observation should also be communicated to the Resident at Baroda, to be impressed by him on the Guicowar and Dhackjee, whenever occasion shall offer for doing so, without appearing to recommend the resumption of the Enam, on which the Guicowar must form his own judgment, uninfluenced by the British government.

(Signed) M. Elphinstone.
„ G. L. Prendergast.

No. 1132 of 1820.

To C. T. Metcalfe, Esq.,
Secretary in the Secret & Political
Departments, Fort William.

Sir,—I have the honour to acknowledge the receipt of your letter of the 17th of last month, conveying the concurrence of the Supreme government on the line of policy to be in future observed towards the Court of Baroda.

2. With respect to Dhackjee Dadajee, the Honorable the Governor in Council directs me to acquaint

you, for the information of His Lordship in Council, that no provision was assigned to that Native at the late settlement with the Guicowar.

3. Dhackjee had formerly received a grant of land in Enam, and as grants of that nature are seldom resumed except in cases of treason, he was allowed to retain what he had acquired; he enjoys it, however, during the pleasure of the Guicowar only, there being no guarantee on the part of the British government.

4. This last observation has been communicated to the Acting Resident at Baroda, to be impressed by him on the Guicowar and on Dhackjee Dadajee, whenever occasion shall offer for doing so without appearing to recommend the resumption of the Enam, on which the Guicowar must form his own judgment, uninfluenced by the British government.

I have the honour to be, &c.

(Signed) F. WARDEN,
Chief Secretary.

Bombay Castle, 20th July 1820.

Minute by the Honorable M. Elphinstone.

The full and able report of the Acting Resident* leaves me little to say on the subject of Baroda. I was met soon after I re-crossed the Runn by Meer Surfraz Ali on the part of His Highness the Guicowar, and accompanied by him and by Ameen Jummadar till my arrival at the capital, where I was received with every mark of kindness and cordiality.

---

* A report by Mr. Norris, Acting Resident, dated 24th March 1821, which does not seem of sufficient interest to preserve.

The conduct of Syajee Rao, and the general administration of his government, have been much better than I anticipated when I was last at Baroda, and I think there is every reason to hope that he will continue to behave with the same prudence that he has hitherto evinced.

The first aspect of the Guicowar's finances was, however, far from pleasing. Surfraz Ali informed me, when he joined me, that an additional debt of 20 lacs of rupees had been discovered subsequent to the settlement in April last. I at first suspected these debts to be fictitious, and designed to enable His Highness to transfer to his private fund all the extra revenue which he last year derived by the recoveries from Dhackjee and by other means; but I found that they were really in existence (though they had not been known to the Guicowar ministers), and that His Highness had brought all his extra receipts fairly to account. In addition to this unforeseen increase of debt, I found the revenue estimated for the present year had fallen short of the calculation made last year by one lac, and that the expenses had exceeded the estimate by two lacs; but both of these bad appearances were of a temporary nature, the falling off of the revenue being owing to the grant of leases at a low, but increasing rent, and the excess of charges to some delay that had taken place in reducing the army, and to some expenses incident to the reduction. Next year the revenue will be equal to that anticipated, and the expenses will be within the estimate. In the mean time, the Guicowar has been able to pay 25 lacs to his creditors instead of the 15 he promised. The least satisfactory part of the

Guicowar's financial transactions is the irregular payment of the army, which is shown by Mr. Norris's report to be nearly inseparable from the present plan of anticipating the revenue by means of a Potadar and a running loan. The remedy would be to incur an addition to the permanent debt sufficient to clear off the amount of the running loan; but to do this would require from 30 to 35 lacs of rupees, to discharge which on the present plan would require an additional saving of 9,00,000; and even if this sum could be provided, the bankers would scarcely agree to a loan so destructive of their present profits. The Guicowar himself also has an unaccountable reluctance to interfere with the profits of the bankers, and a fixed repugnance to borrowing from any but his own subjects. I had received Mr. Norris's letter and Mr. Willoughby's report on the affair of Rajpeepla before I arrived at Baroda; and as I was impressed with a conviction of the justice of Nar Sing's claim, I communicated that opinion to Syajee Rao. His Highness requested me to hear the statements of the parties, and as their observations on the evidence had not yet been heard, I thought it reasonable to agree. The discussions which followed lasted till the evening of the last day I was at Baroda, when I broke them off for want of further time, observing to Syajee Rao that nothing had appeared to shake my belief in Nar Sing's claim; that the parties must, however, be heard out as we had begun; that if anything was brought forward by Purtab Sing to overturn the mass of evidence against him, I should still give up my opinion, but if no such evidence appeared, I expected that His Highness

would assist in supporting the juster claim. I took the same opportunity of discussing the affair of Cambay. I found that His Highness, though he acquiesced in Mr. Norris's decision, that he should receive only 4,200 Rupees per annum for the future, was very far from considering that award as doing full justice to the claims of his government, and that he still insisted on his right to retain the whole of the collections from the Nawab's villages in lieu of the arrears due since Colonel Walker stopped the levy of the tribute.

The following is a very brief account of the claim. Four payments only are on record, and these are admitted by the Nuwab, but he alleges that they were not a regular tribute, but mere forcible extortions. Force is the ground of almost all tribute paid to the Mahrattas, and, perhaps, to all powers in Asia. The only question, therefore, is whether the payments were mere occasional contributions, or whether they assumed the character of a regular tribute. This question seems to be set at rest by the enclosure, No. 4, to Colonel Walker's letter of July 20th 1808; a copy of that paper is annexed.

The paper is addressed by the Mahrattas to the Nuwab, but it is evidently called for by the Nuwab, to whom security is furnished for the punctual observance of the promises it contains.

After reading that paper, and considering the relative situation of the parties, it cannot be doubted that the tribute would have continued to be paid, and would probably have increased like those of all the other Mahomedan and Hindoo princes within reach of the Mahrattas, if its progress had not been arrested

by the interposition of the British government. It remains therefore to ascertain the extent of our right to interfere, and manner in which we did so. It seems highly improbable that the Guicowar, when he concluded his treaty with us, contemplated any diminution of his demand from Cambay, and it is certain that Colonel Walker had no such view of the subject; for in offering his mediation to the Nuwab, he recognises the principle of a tribute, though he offers to settle any difference that may have arisen regarding it. In consequence of this mediation, and of a similar promise from Colonel Walker to the Guicowar, that prince's force was withdrawn; but as soon as the danger was removed, the Nuwab became careless about any further proceedings, and allowed the discussion to lie over, notwithstanding the frequent expostulations of Colonel Walker. The obvious injustice of our allowing the Nuwab to put off a settlement of demands, which we restrained the Guicowar from enforcing, at last, led to very peremptory demands by our Government, and clear explanations that unless they were complied with, we should no longer interfere to prevent the Guicowar's taking his own measures. The Nuwab continued obstinate, and a certain number of his villages were seized by the Guicowar with the concurrence of the British government. When it was thought that a sufficient sum had been realised to satisfy the Guicowar's demands, the villages were restored, but the Nuwab now pleads that more than sufficient has been taken, and desires the remainder to be restored. It appears inconsistent for us, at this period, to dispute the Guicowar's claim *in toto*,

but the amount remains to be settled. The Nuwab still denies the justice of the claim, but says that for peace sake, he will give up a sum sufficient to afford 4,200 Rupees a year, though he alleges that Captain Carnac gave him hopes of a settlement for 2,500 Rupees. This must have been before the business had been rendered difficult by the Nuwab's obstinacy; for, after the villages were seized, Captain Carnac records his opinion that the amount should be about 5,000 Rupees. The Guicowar, on the other hand, appeals to the enclosed paper in proof of his title to 25,000 Rupees a year. The least he will admit to be his due is 10,000 Rupees, and he asserts that Captain Carnac promised him 5,000 Rupees. He also exclaims against the hardship of being obliged to refund any part of a sum levied with the consent of the Resident, but he has agreed at length to take 4,200 Rupees, and likewise to refund as much of his collections as may remain after paying the arrears at that rate, and providing for the future payments. The sum to be refunded cannot at once be ascertained, but it will probably be about a lac of rupees, and it must be paid gradually, as the whole of the Guicowar's probable income is already allotted to the discharge of debts. Considering all things, and especially the Nuwab's long rejection of our interposition, and the consequent admission by our Government of the Guicowar's right to seize his villages, I cannot but think that prince very fortunate in recovering those lands, and still more in obtaining the repayment of any part of the produce.

Camp Shaunpoor, April 16th, 1821.

CHAPTER XIII.

DISPUTES BETWEEN SYAJEE RAO GUICOWAR AND THE RESIDENCY RESPECTING THE SEPTENNIAL LEASE, AND WITTUL RAO DEWANJEE, PREVIOUS TO MR. ELPHINSTONE'S DEPARTURE FROM BOMBAY.

A.D. 1821 to 1828.

THE affairs of the Guicowar state, conducted according to the settlement effected and the principles laid down by the Honorable Mr. Elphinstone, presented but little worthy of notice for several years.

The character of Syajee Rao, however, developed itself more and more in its greed of money and its mingled duplicity, obstinacy, and timidity. The pecuniary embarrassments of the State increased in an equal ratio with the private accumulations of the prince, and the prospect of clearing off those debts, for which the State creditors held the guarantee of the British government, became more and more uncertain and remote.

The result is shown in the following extracts from a despatch by the Resident (Mr. Williams), dated 31st May 1827, when he was in Bombay :—

1. "I now transmit statements of the Guicowar finances, drawn out according to the usual forms for the years of Sumvut 1881 (1824-25) and 1882 (1825-26).

As far as I am competent to judge, the accounts rendered by this Government from which they have been framed seem to be tolerably correct. It must be admitted that, contrasting the present statements with the estimates of the Honorable the Governor in Sumvut 1877 (1820-21), the result is by no means satisfactory, a considerable declension in the revenue appears, met by no corresponding reduction in the expenditure, which, on the contrary, has rather increased. All these items of decreased resources and excess charges will be found explained in the sequel of this despatch. I also forward the estimates for 1883 (1826-27) Sumvut, framed as directed.

2 "I may remark that no great deviation from the scale of expense fixed by the Honorable the Governor seems to have taken place until the year 1880 (1823-24), when from various causes reported to Government, the finances became much embarrassed and gradually approaching a crisis, notwithstanding the aid obtained by the relinquishment of the kists by the bankers for one year, and the public functionaries resigning one-third of their emoluments, and the raising of new loans at a lower rate of interest; and nothing short of a thorough reform in all branches of the expenditure, and a different arrangement for the payment of the Military and establishments, conjoined with the introduction of a new system for the collection of the revenues, could enable His Highness to fulfil his engagements with the creditors of the State, who possessed the guarantee of the British government. It became, therefore, my duty to urge seriously upon the attention of His Highness the necessity of

his arriving at a speedy decision upon the subject, unless he would consent to pay off a portion of the debts from his private treasury, which he could easily afford to do. This he at once declined, and in preference proposed to cut down the charges to the standard fixed by the Honorable the Governor, and to make sundry alterations in the mode of collecting the revenues if I would assist him with advice (as without my aid he could not effect anything), to which I willingly consented, and had many and various conferences with His Highness and his minister, both at the palace and at the residency, as to the nature of the reforms, and the manner of carrying them into effect. At length it was determined that every reduction in the expenses should take place consistent with the respectability of the Government and the efficiency of the army and establishments, and that the districts should be farmed for seven years to respectable bankers and zemindars, under certain agreements entered into by them providing against oppression of the ryots and embezzlement of the revenue.

3. "All these have, with the full knowledge, concurrence, and consent of His Highness, through the able and zealous exertions of the minister, been carried into complete effect. Unexceptionable security has been afforded by the farmers of revenue, the troops and establishments receive regular pay, and many other improvements in the administration of the government have been introduced, all of which will be fully detailed in a subsequent part of this despatch for the satisfaction of the Honorable the Governor in Council, who will observe that I have in this procedure

acted under the authority expressed in the 3rd and 6th paragraphs of the Mooktiarnama, or paper, given to His Highness in 1820, and that intimated in the concluding paragraph of the Chief Secretary's letter, dated the 10th December 1820, in counselling the Raja to make this reform, and assisting him in the completion thereof. Had I been aware that this course of proceeding would have been liable to misconception, I should daily have troubled Government with the details. I desire nothing more than that a competent judge should proceed to Baroda and personally satisfy himself by communicating with the prince that all has been done in concurrence with him, and nothing contrary to his wish, save when our guarantee came in the way. The principal cause of the tedious delay in getting through the reforms (nearly 14 months) has arisen from the circumstance of doing nothing without His Highness' full assent, privately and publicly, and the necessity for going through all the accounts of the districts, army and all establishments, item by item, all of which are translated." After describing the steady increase of debt, and the disorganization of the army and establishments from want of pay, the Resident proceeded as follows:—

"Much of this disorder is attributable to the grasping disposition of His Highness' mother (Gynabye) then alive, and who was, in fact, the ruler of the State. She and her son considered their Khangee Dowlut, or personal acquisitions, as totally distinct from that of the Sircaree Dowlut, or public money, and for the sake of amassing wealth by the receipt of presents for appointments from farmers, for remission of revenue,

from offenders for crimes, they utterly neglected the state, and would not allow the minister to offer any advice, or to have any concern in the management.

As long as our guarantee was not violated, or any marked defalcation of the revenue experienced, or any extreme complaint of the people heard, I did not think it necessary to interfere further than disapproving, whenever I had an opportunity, of their conduct. I was always met by fair words and promises. Latterly His Highness, through his love of money, fell into the hands of low and interested advisers, and then complaints became daily more frequent. On applying to the minister to aid in giving his advice on the subject to His Highness and his mother, he very candidly told me that it was very right and proper in me to have such ideas, and inculcate upon His Highness the necessity of altering his conduct, and where he had found opportunity, he had at some risk given his opinion; but to expect him, in virtue of his situation as minister, to remonstrate with His Highness or his mother, as I seemed to conceive he ought, was entirely out of the question, since he held his appointment solely at His Highness' pleasure, and knew that Government would not support him, and he was a servant of the Guicowar state, and should he displease them, that the consequence would be he would suffer in many ways, which I could know nothing of, and be at last dismissed, and that, in fact, he did not feel secure in his situation; but if I chose to take the odium of insisting upon a reform upon myself, and should obtain His Highness' sanction to his affording aid and information, he would

gladly assist with all his power, as he knew perfectly well that without a radical change of system, in a very few years some more disagreeable alternative would be resorted to by the British government, bound as they were by treaty to aid the Rajah with advice, and the guarantee of so many transactions of this government.

As I had previously represented to Government the state of affairs at Baroda (*vide* despatches of the 5th May 1823 and 5th August 1824), and was convinced that unless prompt measures were adopted, the arrangements of the Honorable the Governor would fail, and ruinous consequences follow; by the minister's advice I drew out a paper detailing all the events of the last three or four years, pointing out the evil results of his conduct, reminding him of the heavy debts, and suggested his applying part of his private acquisitions to the liquidation of the heavy demands against the government; but His Highness, though he fairly admitted all I had said was true, would not for a moment listen to giving up any of his own money, but said he would punctually consult with the minister upon some plan for extricating himself from these embarrassments; and promised a total change of conduct with so much apparent sincerity, that I believed him, and did not press the subject upon him for a considerable period, wishing that the prince himself should originate the reform. Subsequently, finding the difficulties increase, and His Highness, under pretence himself of examining into abuses and ascertaining his actual receipts and expenditure, was merely protracting the day of reform, and hoping to make something by the investigation, I had determined to report to Government and ask for

orders to speak more plainly, when it fortunately happened that His Highness' mother (Gynabhye) died. After the days of mourning were over, His Highness paid me a visit at the Residency, and said that he had lost his only friend and counsellor in his mother, and that I must supply her place in giving him good advice, but to do it privately, that his reputation might not suffer. I, of course, willingly acceded, and begged him immediately to devise any plan for the improvement of his resources and reduction of expenses, and I would then be able to form some opinion. After a long conference, I found that His Highness had not any idea of doing anything beyond the usual mode of changing the farmers, subjecting them to Tukreer (or investigation of accounts) in the hope of receiving the usual douceurs and annual farms without any attempt at an alteration in the system of management, and fresh loans, and not willing to advance a rupee of his own money, as he conceives it, though it is chiefly derived from the receipts which ought to have been applied to the discharge of his debts, for the payment of which the British government are responsible. His Highness, by the advice of Wittoba Bhow, one of the ministers of the old school, and others, proposed that no system of collection should be framed for the districts, neither should they be farmed, and that he would engage, in the course of two or three years, to collect from the districts 22 or more lacs of rupees, and in the meantime a loan to be raised to that amount, for the payment of which these receipts would be assigned. On strict inquiry, I found that this was to be accomplished by His Highness holding the Mahals

Khangee, or assigned to his favourites, subjecting the farmers to Tukreer, by 'Dundfurie' and other modes of exactions, but as the bankers would not advance a stiver without my guarantee, he was obliged to ask me, and I declined immediately being a party to so impolitic and cruel a procedure. After many conferences tending to the same result, at last I told His Highness that it was useless any longer procrastinating; that the period for making the annual report was approaching; that the last exhibited a most unfavourable account of his affairs, and that this would be still worse, and, on my own account I should be obliged to represent everything that had taken place during His Highness' 'Mooktaree,' or absolute management. His Highness assured me of his desire to do anything I expected; and as a proof of his inclination to do well, and confidence in me, that he had since his last interview dismissed a confidential attendant of his, whose rapacity and bad conduct was notorious in his mother's time, and certainly a change for the better took place after the man's departure. At length His Highness told me if I would pledge myself not to touch his unauthorised gains that he would give his minister power to act as he and I liked without reference to himself, as he was sure that I should consider his interests as if they were my own. I told His Highness that really it was not in my power to give any such pledge, I did not know how far it would be necessary to call upon him; that I must consult my own Government first, and that I did not require him to give his minister any such power, but merely to employ him instead of favourites, and himself actively

to superintend the measures. One reason for not accepting the offer was the knowledge I possessed from authentic sources that it could be proved His Highness had 41,00,000 and upwards of public money in his possession. I do not include his Jamdarkhana, or what was given him on Annund Rao's death, but money actually received in various ways improperly since the engagement of 1878-1820. His Highness was most urgent and unpleasantly imploring in his entreaties that I would not communicate to the Honorable the Governor what had passed, and that I would not recommend any demands to be made for this money, telling me that he always considered me as his brother; that he had trusted me more than his own family, and would not desist till he extorted the promise that if an arrangement could be made satisfactorily to the bankers and my government, and the good of the country, I would then recommend that his gains should not be touched; and finding that I would make no other promise, said, if I would agree to endeavour with the Dewanjee to make the reforms without trenching upon his private funds, he would place implicit reliance upon me, and place the whole management in my hands. Relying upon the minister's assistance, I accepted the offer, and the result will now be reported. His minister daily almost came to the Residency. I had offered to transact business at the palace, but fortunately His Highness, who has become

From Annund Rao's Treasury—
15,00,000 of Rupees,
and
40,00,000 of Jewels.

55,00,000 This is known from the jeweller who valued them.

rather fond of amusements of late, I found very adverse to this plan, as it would, he said, be showing everybody that the Resident was doing his duty like the periods of Colonel Walker and Captain Carnac, and substituted another arrangement which, although it occasioned vexatious delay, yet, upon the whole, was more satisfactory to all parties. The minister (accompanied by a confidential Carcoon of His Highness always), the officers of Government, with the bankers and farmers, attended at the Residency, where the whole business was first conducted and prepared. He then in the evening repaired to the palace and reported progress, and sometimes brought back His Highness' dissent, especially where any reform touched his relations, or where it was found necessary to abolish his private receipts from the Mahals; in the end he usually yielded when shown that no other remedy could be devised (and that we had only the object in view of bringing the finances into order) but to pay the money required himself to the bankers. My principal difficulty, however, arose from the anomalous situation of the minister, who, though appointed by His Highness, and approved by our Government, according to the 5th paragraph of the paper of Mooktaree, yet does not possess in common with the other functionaries our guarantee, so that he has the hard task to play of pleasing His Highness and conducting himself so as to merit our support; his conduct in assisting me with advice and information has brought down upon him a host of enemies, persons whose interests have been affected, many of them connected with and favourites of His Highness, who, though now delighted at the

manner in which the settlement of the debts and the arrangements of the districts, &c. have been made without calling upon him for any refunding, yet is dissatisfied at losing the annual bribes and douceurs, &c. amounting (I speak within bounds) to more than five lacs a year, and possibly he will be rather dissatisfied with the minister. I have constantly inculcated on the Dewanjee the necessity of casting away all care for the intrigues of the discontented, and to consider that in acting zealously for the interests of his master, he will best deserve the support of the British government, but am not able entirely to assure him. I will give one instance of the difficulties the minister and myself had to contend with, though supported by His Highness ostensibly. While occupied in going through the accounts, it was thought advisable to ask His Highness to send letters, with a Jassood, to each district to summon the Dessaees and Zemindars with their Waselaut paper and accounts to Baroda in order to compare them with those of the Mamlutdars or farmers; but these latter following the old system were enabled, by conciliating His Highness and immediate dependants, to frustrate this intention, and days elapsed without any appearance of the books or Zemindars, and as the Mergsal (5th June) or year of account was approaching fast, there was no time to be lost, and informing His Highness of the circumstance, who expressed great regret, it was resolved not to wait longer, but to expedite the arrangements, and the farmers came to a composition at length for the Waselaut or accounts of collection for past years; and many of them were obliged to receive remission from having shown that they had paid sums to His Highness."

14. "The manner in which the Mahals have been settled, the agreement with the farmers, will be found in the paper marked A, No. 1. It is sufficient here to state that the whole of the districts have been farmed for seven years, and afford a fair prospect of extricating the state in the same period from all its embarrassments."

"When the farmers, previous to waiting upon His Highness, attended at the Residency to agree to receive the Kallumbundy, or 21 articles of agreement, from the minister, they expressed some anxiety, grounded on past experience, that Government would not abide by their engagements, and that they would still be subject to removal, to pay Sookree and Furmash from the districts, and were most anxious to receive a guarantee from the Residency. This, however, though convinced of the utility, it was not in my power to grant, especially without reference to the Honorable the Governor in Council, so that they were told if anything of the kind was attempted, or they felt themselves insecure, to represent their case to the minister and His Highness, (I may here observe that His Highness has issued a proclamation that all petitions and complaints are to be written on stamp paper and sent to the durbar. The reason for this was to do away with any impression of the Resident's interference that none should come to the Residency on the internal affair of the government), and failing in redress there, that they might then appeal to the Residency. This was told them on the grounds of these farmers being chiefly the bankers who possess our guarantee for the payment of the loans, the instalments of which were provided for out of the amount of their districts to be cleared in full in the course of seven years, and, of course, any interruption in

the management of the districts would affect the stability of the plan for relieving the state from its embarrassments, and consequently involve a breach of the guarantee to the bankers."

On the 10th May a hoojrah, or confidential messenger, who had brought a complimentary letter from Syajee to Mr. Elphinstone, informed him that His Highness earnestly desired a personal interview, as his whole government had been usurped by the minister Wittul Rao, and suggested that His Highness should be written to to open his mind.

This, however, Mr. Elphinstone at once divined to be an intrigue to make the Governor appear as if inviting the Guicowar to complain, though (he added) "it might come from Syajee, though seemingly so absurd in a prince in his situation."

Accordingly a letter was addressed to His Highness and transmitted to the Assistant Resident (Mr. Willoughby) to be safely conveyed into the Guicowar's own hands. The letter was in the following terms:—

"Lugajee and Yemajee, your Highness' hoojrahs, whom your Highness had lately the goodness to send to me on an occasion of congratulation, have since informed me verbally that they were charged by your Highness with a message to me expressing the strongest desire for a meeting as indispensable to relieve your Highness from many difficulties, and in particular to restore you to the free exercise of your authority by which they represented you as deprived.

"This message is so inconsistent with your Highness'

real situation in the uncontrolled administration of your own government, it seems so obviously impossible to effect any arrangement your Highness may desire without avowed public proceedings, and there seems so little reason why your Highness should not openly mention any cause of dissatisfaction which it was in the power of this government to remove, that I am strongly inclined to doubt the authenticity of the message. As, however, it is brought by your accredited messengers, I think it necessary to notice it so far as to afford your Highness an opportunity of saying whether it really comes from you, and of explaining frankly any circumstance in which my advice or intervention can be of use to you."

The letter was received by Mr. Willoughby on the 23rd, and presented to Syajee Rao the next day.

Syajee Rao replied to this communication by two letters, one in Persian and one in Mahratta, dated respectively 29th and 28th May, asserting that he was altogether opposed to the septennial leases; that they had been forced upon him by the joint pressure of the minister Wittul Rao Dewajee and the Resident and his native agent (Sarabhai); that under this influence he was powerless, and that he had gone two or four times to the Residency, but a meeting (with the Resident) could not be effected. He concluded by saying he was "a tree planted by the hands of the Governor, and requested he would come and make any such arrangement as may appear preferable."

These letters were referred to the Resident (who was still in Bombay) for his explanation as connected with his previously quoted report, particularly as regarded

the refusal of an interview with the Guicowar, and the result appeared in the following:—

Letter from the Honorable the Governor to His Highness the Guicowar, dated 10th July 1827.

I have received your Highness' letters, and have perused them with all the attention that is due to the importance of the subject, and to my friendship for your Highness.

"The result of the most careful reflection on the facts stated by your Highness is a conviction that matters have been much misrepresented to your Highness, and that most of the difficulties with which you have been led to suppose that you are surrounded, will disappear the moment your Highness examine them.

"Your Highness is pleased to say that your minister Wittul Rao Dewanjee has conspired with the Resident to place your Highness under a restraint differing little from that of a prison.

"The first of these circumstances strikes me with much surprise. When I last had the honour to see your Highness, the Dewanjee was one of three ministers among whom your Highness shared your confidence, Wittul Rao Bhaoo and Meer Sirafrauz Ali being the other two. If you have since been pleased to confer your confidence exclusively on him, it must be well known both to your Highness and to all your court that its continuance depends entirely on your Highness' pleasure, and that if you should think proper to remove the minister from his office, there is nothing to prevent your reducing him in a single moment to a private station.

"On the other hand, it is not easy to think what motive the Resident could have for entering into a plot with the minister, and for exposing himself to the responsibility which he must incur to his own government, were it even suspected that he had a share in so iniquitous a transaction.

"Your Highness mentions the difficulty of communicating your situation because all letters must go through the Resident. It certainly has been usual for convenience that all correspondence should go through the Resident, who could not well negotiate on subjects on which he was only partially informed, but the Resident would never for a moment hesitate to forward any letter your Highness might send through him, however contrary to his own views. If he did so, your Highness could at all times forward letters either by a vakeel sent for the purpose to the Residency, or through hoojrahs, as your Highness has actually done, or by means of ordinary messengers. It was not even necessary that your Highness should offer your letter to the Resident in the first instance. The other modes of communication were always open.

"These circumstances will probably on reflection incline your Highness to doubt the existence of a conspiracy, and the objects ascribed to those concerned, are, moreover, of a nature to afford of themselves great reason for rejecting the supposition, since they are all such as can be easily explained without supposing any design in the least hostile to your Highness. The whole of the measures complained of appear to have originated with the Resident, and the Dewanjee appears to have had no further concern in them than

that of discussing with the Resident, in conformity with your Highness' commands, the means that ought to be adopted for securing the payments guaranteed by the Company.

"Your Highness will remember that in 1820, when it was wished that your Highness should be unconstrained in your own affairs, a sum of money was required to enable you to commence on the new plan and to carry on your government. This sum was lent by the bankers under a promise guaranteed by the British government that they were to receive punctually a payment of Rs. 15,00,000 a year. Various alterations were afterwards made with a view to lightening the interest, but the stipulated payments continued to be made till Sumvut 1881, when it became impracticable to continue them. It then became indispensable to enter on some new arrangement for providing the stipulated payments. The principal failing seemed to be in the receipts; the expenses being much more consistent with the scale which your Highness had fixed for them in A.D. 1820. To this point therefore the Resident's attention was principally directed, and as much of the falling off seemed owing to the usual bad effects of annual farms, which experience has led us to think the very worst mode possible of collecting the revenue, it was suggested to him from this government to recommend to your Highness (if you should be so inclined) to grant permanent leases to respectable men, who would then have an interest in the prosperity of the country.

"Your Highness being at first averse to this arrangement, the Resident states that he informed you

that there was no other mode of making a settlement, unless your Highness would pay a large portion of the guaranteed debt out of the treasure which he represented your Highness to have accumulated by means of private (Khangee) collections from the country.

This appears to explain the demand mentioned by your Highness for Rs. 50,00,000 Whether the Resident ever directed the Dewanjee to lay before your Highness the certainty of your being deprived of the management of your country if the bankers were not satisfied is of little consequence; for your Highness must recollect that I again and again impressed on you that if from whatever cause the arrangements made for ensuring the stipulated payments were to fail, it would be absolutely necessary for the Company once more to take the entire management of your country into its own hands, and that this government would not have the least choice in adopting that measure. If the Resident or the Dewanjee drew your Highness' attention to this prospect, they did no more than what furnished a proof of sincere interest in your welfare.

"Your Highness states that the leases are on unfavourable terms, and occasion you a loss of 50,00,000 Rs. I have not yet had the accounts so fully examined as to be able to pronounce on them in a financial point of view, but I cannot help observing that the sums stipulated for the Mahals (58 lacs of rupees and upwards) is as much as your Highness pointed out to me as the highest possible produce in 1820, and is much more than ever has been received from them since. I observe also that the farmers are mostly

respectable men, most of them the bankers by whom the loan was advanced, who are most interested in the good management of the country, and least likely from other causes to fail in their engagements. I must beg therefore for further explanation of the manner in which a loss of 50 lacs is occasioned.

"But even if the leases are of most unexceptionable description, it is still certain that if your Highness is opposed to them they will fail. If it is known that your Highness is adverse to the farmers, all persons will withhold their payments. If it is seen that you renounce all interest in the protection of the ryots, the farmers will retaliate for their opposition by oppression and extortion, and in a short period it will be necessary to give up the present plan, and to resort to the one of direct interference by the British government, which I so often mentioned at Baroda. This plan, however, will be quite as unwelcome and inconvenient to the British government as to your Highness, and I therefore earnestly hope that by cordially exerting yourself in forwarding the success of the leases and other reforms now in progress, you will avert all necessity for such an event.

"If any other plan seems better to your Highness than the present, you will no doubt point it out, but it must be of a permanent nature, and not merely calculated to pacify the bankers for one year. If you can point out no other plan, I doubt not you will cordially co-operate in the present one.

"As no plan that is laid down can succeed without confidence between your Highness, your minister, and the Resident, I am induced to say a few words on the conduct of the present occupants of those offices.

"The Resident is well known to your Highness as one of your oldest and most tried friends. In this instance, he laid himself open to the censure of this government in permitting any private (Khangee) collections (even for a year), while the sums promised to the bankers remained unpaid, and he appears to have interfered with your Highness in no shape beyond what was necessary to secure the guaranteed payments. He seems, indeed, to have spared no pains to reduce the interest on your debts, and to put your affairs into such a state as might save you from embarrassment.

"The minister appears to have been sent by your Highness to concert a plan with the Resident for the fulfilment of your engagements. When so sent, he had no choice but to give his full assistance to the Resident. Had he done otherwise, the Resident would have applied to your Highness to appoint some other person more disposed to promote the settlement, or else to take the affairs into your own hands. The minister would thus have suffered merited disgrace, and your Highness' affairs would have stood still.

"By an opposite course, Wittul Rao has effected a settlement which will keep off the necessity of the Company's interference, and in a few years will render you master of your whole revenue. If in doing this he has made many enemies, and has given many openings for injuring him to those who before were desirous of his fall, it is to your Highness that he must look for protection and reward. It also rests with your Highness to retain or dismiss him from his office; but before you change, it is necessary to remember the task your minister has to perform. He must

indispensably provide for the payment of your instalments to the bankers, and to do this he must disregard all private interests, and must often insist on measures that are even disagreeable to your Highness; such a person is difficult to find. If you prefer a minister who shall comply with all your wishes, remove every difficulty, and repel every disagreeable proposal, such a person may easily be found, but at the end of a year the bankers will be unpaid, and then neither the minister, nor your Highness, nor this government will be able for a moment to postpone the necessity of placing your whole government under strict control and supervision.

"I write in this manner to your Highness with the more freedom because I shall have left India before anything further is to be discussed, and your Highness therefore need attach no more weight to my advice than it appears to you to deserve. It is, however, the result of sincere friendship and good will, and I trust may be received accordingly."

This was represented to Syajee Rao by Mr. Willoughby, and His Highness "appeared chagrined and disappointed at its perusal." Subsequently, Mr. Willoughby learnt that "immediately after my departure His Highness held a long and private conference with Venceram and Bhow Pooranick, who had been summoned to the palace for this purpose previous to my visit. The result of this conference remains to be ascertained, though I greatly apprehend the influence they maintain over His Highness' mind will annul the salutary effect, which the friendly letter from the Honorable the Governor might otherwise have been

expected to produce. Within the last few days I have learnt that an honorary guard has been assigned by His Highness to Veneeram, the vakeel, a most decisive proof that his pernicious influence is still augmenting. *I really conceive it to be a question well deserving the consideration of the Honorable the Governor in Council whether I should not be empowered, from a regard to the interests and welfare of His Highness, to urge on his attention the expediency of dismissing this corrupt man from his counsels and confidence.*" Mr. Willoughby also proceeded to state that he had received a message from Wittul Rao Dewajee, stating his apprehensions of personal danger from his enemies (Syajee Rao included).

During these months, the letters of the Acting Resident are occupied with details of "the intrigues and conspiracy" carried on by Syajee against his minister, and the septennial lease, with descriptions of the agents and sub-agents who surrounded the prince; another native agent (Baba Mahratta) was dismissed for having secretly visited the palace, and charges of bribery were trumped up on the other side against one of the Residency servants, by name Sarabhai.

All these circumstances had their absorbing interest at the time, but on retrospect have little bearing on the real question at issue. The British government had a clear right to see its guarantee to the bankers respected, and to that end to demand from the Guicowar government the payment of fifteen lacs of rupees per annum till the debt was cleared off. The Resident had, it is true, with infinite labour constructed a plan which he hoped would secure that result by giving a septennial

farm of a portion of the Guicowar territory. To this Syajee Rao had given his consent and subsequently withdrawn it, and he had treated as an enemy the Resident's fellow-workman, Wittul Rao Dewajee, his own minister.

This was the simple state of the case. The Resident's disinterested labour and real anxiety to introduce certain reforms without hurting Syajee's independence, or even touching his secret and irregular gains, were entirely unappreciated by him, nor did he hesitate to calumniate the officer (Mr. Williams), whom he had repeatedly almost grovelled before in transports of professed friendship and regard.

The Resident's scheme very probably was the best that Syajee could have adopted, and Wittul Rao Dewajee may have been as pure and disinterested as the Resident himself; still the fact remained that the scheme could not be enforced against Syajee's will and pleasure, nor could he be prevented at any time from infringing each and all of its terms; neither could Wittul Rao Dewajee be supported as minister against his consent so long as the British government considered Syajee independent in his domestic government.

At a comparatively early period, Mr Elphinstone directed the Acting Resident (Mr. Williams being still in Bombay) to be informed of his entire approbation of the zeal and intelligence with which he had acted, and his general assent to the conclusions he had come to in regard to the general scope of the intrigues he described, "though, as the information has been derived from secret sources, any proceedings against individuals should be adopted with great caution; most of

them being subjects and servants of the Guicowar, no measures with regard to them are necessary, no remonstrance should be made to the Guicowar on the subject of his communications with the Native agent, and all censure of His Highness, which is not indispensably necessary to prevent future ill consequences, should obviously be avoided."

On the 9th August, the Acting Resident forwarded Syajee Rao's reply to the Governor's letter, the perusal of which had apparently "caused him chagrin and disappointment." This reply consisted of a public letter dictated (as Mr. Willoughby stated) by His Highness to Wittul Rao, and a private letter which the minister had not been allowed to see.

"I have only to add by this opportunity (said Mr. Willoughby) that my predictions respecting the probable effects of the Governor's friendly letter appear likely to be fully verified. From the interpretation given to it by His Highness' ill-advisers, he appears the more determined to give himself up to their wicked and interested counsels; they have seized with avidity that part of the despatch wherein His Highness is informed the dismission of the present minister is solely dependent on his own will and pleasure. This appears to have completely neutralized the other parts of the letter, and the exertions of the minister's numerous enemies are now redoubled to effect his removal. *I cannot avoid the remark that, if successful, the effects will be injurious to the character and fame of the British government*, since it will be notorious that his disgrace can only be attributed to his supporting the

views of the British representative with the consent of his own prince."

To this Mr. Elphinstone replied, on the 17th August, "all experience has shown the impossibility of supporting a minister in his employment against the will of his master, without so effectually limiting the power of the latter as to leave him a mere pageant. Such a course, therefore, can never be resorted to except when there are just grounds for temporarily depriving a prince of the exercise of his sovereignty. If the policy of this case were at all doubtful, the line to be pursued by the British government would be fixed by the repeated declarations, both verbal and written, which have been made to the Guicowar that he would be allowed to choose his own minister, subject only to a power in the British government to object to any person with whom it had grounds of dissatisfaction. These promises to the Guicowar could not but have been well known to the Dewanjee, who was at Baroda, and in His Highness' confidence when the present system was settled, and who must have seen the Governor's letter to Syajee on his being entrusted with the administration of the Guicowar government.

"No plan therefore which is inconsistent with the letter of these engagements can now be for a moment entertained. If the Guicowar, after directing his minister to concert a plan with the Resident for the administration of the government, should dismiss him for obeying his orders, the act, however worthy of reprobation, would authorize no departure from our promises. If His Highness, in spite of the advice which is offered to him by the British government,

should persevere in conduct which before long must lead to our assuming the entire control of his finances, the consequence must rest with himself, the letter and spirit of our engagements preventing any more effectual interference at this stage."

Syajee Rao, on the 9th August, transmitted in the same manner a confidential rejoinder to the letter from the Governor, in the following terms:—

"I had the pleasure of receiving your kind letter of the 15th Zilhuj (10th July), on the 9th of Mohurrum (3rd August), and was much gratified by its perusal and that which is hinted at; that is to say, that though I chose three ministers, yet these foolish, bad, and unpleasant circumstances have been occasioned by my own (imprudent) confidence is true and correct. You, Honorable Sir, are, however, well acquainted with the people of these days *who offer wheat for sale, and give barley in its stead;* they deceive mankind in the first instance by sweet words, but in the end they sting like scorpions. You, Honorable Sir, are well experienced in worldly affairs, and it is therefore unnecessary to enlarge on this subject. Please God, on our meeting every particular will be made known to you, and that which is false and calumnious will become apparent, and you will become completely satisfied.

"This appears to be a misconstruction of what was written about the three ministers appointed formerly by the Guicowar and an allusion to the present one.
(Signed) W. H. W.
P. S.

" Further, there is no doubt but that it has been usual for all correspondence to go through the Resident, but

by reason of perplexity, considering you, Honorable Sir, as my intimate friend, I brought my situation to your notice privately, thinking that this would become known to no one. Had this not been the case, I should have addressed you through the Resident in the usual official manner. In fact, the Resident up to the present time has rendered me much aid and assistance, and he has preserved my affairs as yet without their undergoing any change (for the worse). Had this not been the case, God knows what my situation might have been reduced to; even at the present moment, evil-intentioned and foolish persons have estranged the Resident from me; for, should they hear a single word from me, they exaggerate it into a hundred improper things, and tell them to the Resident. These discussions can never be settled, Honorable Sir, except by your honouring this place with your presence, nor can the differences existing (between the Guicowar and Resident) be removed except by your presence. In any event, it will become necessary for you yourself, Honorable Sir, to settle this affair, and there is no other remedy. As to the Resident's arrangement, good; but as you have been always so kindly disposed to me, I am greatly perplexed at your now leaving me with my affairs in such an unsettled state. A person who has been publicly favoured with your favour and countenance, naturally expects a continuance of them. I have never done anything contrary to the wishes* of the Resident. I request you, Honorable Sir, kindly to adopt such measures as may be most for my advantage. I addressed you previously so fully, solely because I trusted greatly to your friendship, and that none of my affairs

might be concealed from you. Sir, it is a well known proverb—"Do not pull down those you have raised." In short, I trust that, of your great kindness, you will shortly, before you leave this country, pay me a visit, and by your presence change my dismal chamber into a rose garden, and restore my eyes dim from care to their original brightness, that all my objects may be attained, and my friendship with the Resident be restored to its former footing. The reason for my constantly pressing you to honour me with a visit, is that the plan which you have hinted at I have already formed in my own mind, with which also you, Sir, will be pleased, and which will tend to your renown, as well as to my dignity and welfare. This, however, can never be accomplished without your coming.

This appears to be in reference to what was written to His Highness hoping that if he could not point out any better arrangement than the present, he would give it his support.
(Signed) W. H. W.
P. S.

"I am very hopeful that on the meeting you will approve of it and be well pleased, and that I also shall accomplish my own wishes. The reason why this course is necessary cannot be committed to writing, but can only be explained in a personal conference. Should you not come, then the reproach of whatever befalls me in future will rest with you, Sir. I have written all this to you, Sir, considering you as my friend, and as one interested in my affairs. It would be useless to write more, &c. &c. &c."

Syajee Rao, under the guidance of Veneeram and his clique, now entered on a course of bribery, remitting considerable sums of money to Bombay to fur-

ther their ends. In illustration of their proceedings the following intercepted letter from Veneeram to his agent was laid before the Governor, by Mr. Williams, on the 22nd August :—

Purport of a Letter from Veneeram, Vukeel, to Mohundas Kulliandas.

" You have purchased goods, for their price have requested money, and have written in detail that if it is not speedily sent the owners of the goods will alter their minds, and the goods purchased will slip out of our hands. This has been understood. To-morrow a reply to it shall be sent, and now five hoondies are enclosed, three of them on Ahmedabad ; (having sold, you will realise their amount,) and two hoondies are on Bombay; by the hands of other persons, or by you yourself, in any way you choose, realise the money; from hence whatever was thought proper I have sent you; send a receipt for the same. The other letters enclosed in your three letters have been received, one written on the 14th of Jesth Shood by your own hand, the second the 3rd of Jesth Vud also by your hand, and the third by the hand of Keshowrao written on the 2nd of Jesth Vud ; in this manner have letters been received. The letters of *my* Seth you have delivered to *your* Seth, upon which *the* Seth became angry with his *own Goomastha*, who threw the blame upon the *Baroda Goomastha*, and got himself out of the scrape ; and your Seth became angry on

The Guicowar.
The Governor.
The Resident.
The Acting Resident.

the little Goomastha, and wrote a letter to him, and those people will have suspicious fear of my Seth, but he will in all ways be a match for them. You must be careful in this matter; this has been fully understood.

Acting Resident. But before your Seth's letter arrived to *the Goomastha*, once the Goomastha came and spoke somewhat admonitory; 'now he says

Native Agent. nothing, and is silent with the *Mooneem*, and melancholy appears on his countenance; but he does not disclose his thoughts, and we have shown your letters to our Seth, and have given him confidence, and he has girded up his loins for disputation. In case any should come to speak, he will reply that I will not give any answer except to the Seth himself; in this manner he will speak. He has no fear now, but it is necessary to do the business in a way it may speedily be got through (because *Sethjee*

The Governor. will be going home) according to the wishes of us all; difficulty in that case will be experienced in getting through the work; there-

Resident and his Assistant. fore do the thing quickly, and so that *both the Goomasthas* should be sent away from hence and others be sent. This is most necessary, and the Nathgar also be sent, in

The Guicowar. this way hour by hour is *Seth's* prayer, and I have written it to you. You have also written that "every day what is going on must be written," whatever *does occur will* be written. You have further written that "the friends have met together, and therefore with me his mind is altered, and near him the men of the opposite party are going"; you have written the particulars of this. To-morrow I will

send you a separate reply, which alone keep in your heart, and do not make others acquainted therewith. The letter of Dhudhobye has been received, the copy of it for your perusal is enclosed in the Seth's letter, and from that the Mutlub-i-Room, and Shaul nooma, will be known, and whatever you have done let me know, and be cautious in this great business. We have placed our heads in your guidance, and the bad intentions whatever come into my mind, and the ill-will I have, or mischief in respect to any one's business, I shall write you, and am not separate from you, and according to your orders I am acting, nothing beyond will be done; in this you must understand everything. The letters you sent with the letter have been received; the letter of Hunoomanjee has come to hand, two letters of Gungathur Palunder have been sent to his home, and the Rajah's letter also, and letter for his son and uncle also according to the above detail they came. Delay occurred in writing to you on account of the great difficulty of obtaining money, and why should I write an *empty* answer, and during some days I had fear and did not write, and then angry letters came from you and my illness increased, and I was distressed and fit to leave the world; this was the cause of the delay."

Mr. Williams having in his letter abovementioned made use of the following expressions:—

"Should His Highness persist in the present course, and displace, and, perhaps, tacitly encourage, the assassination of the minister, the credit of the British government must suffer, and their representative, at whose earnest and reiterated entreaties and advice the minister embarked in so arduous and dangerous an

undertaking, cannot be expected to retain much weight at a court where his influence can be destroyed, and his actions misrepresented by a low cabal, in place of meeting with the merited reward it was natural the minister should look forward to, and which the Resident always held out to him as an incentive to perform his duty, the fruit of his labours, and the result of his confidence in the Resident's assurances will be dismissal and disgrace."

The Governor replied that "whatever support you may have promised to the minister it must doubtless have been such as could be afforded consistently with our well known pledge to the Guicowar, that he was to choose his own ministers, subject to the approval of the British government."

On the 20th August, Mr. Willoughby forwarded another confidential letter from Syajee Rao to the Governor, to which the following reply was given :—

"I have had the honour to receive your Highness' two letters, dated August 19th.

"In the plan there stated, your Highness proposes to defray your fixed expenses by a running loan without guarantee, and to discharge the amount of the great loan in two years by drafts on your revenues. *Nothing can be more desirable than that your Highness should at once extinguish your guaranteed debt, and thus remove the necessity of any interference between your Highness and your creditors;* but to effect it in the gradual manner you propose, retaining the guarantee for a short time while you increase the stipulations guaranteed, appears to require much consideration. The plan proposed will require that your

Highness should pay instalments of 45 lacs instead of 15, an arrangement to the performance of which the British government obviously cannot pledge itself without very full explanations with the bankers to whom the bhandery is to be given. Your Highness is therefore requested to lay open the particulars of your design to the Acting Resident, who has instructions to consult the bankers as to their disposition to enter into this new arrangement, and to afford you every assistance in effecting the measure.

"Your Highness does not state how the plan which you propose is to effect the septennial leases, but it is necessary to say that the British government can concur in no plan by which those leases are to be set aside without the consent of the holders, unless they are clearly proved to have failed in their part of the agreement.

"Your Highness in one part of your letter adverts to the necessity of your being left without interference, but it seems impossible to devise any plan by which interference can be dispensed with as long as any part of the guaranteed debt remains unpaid.

"The free consent of the bankers to give up the guarantee *or the full discharge of the debt to them* can alone release this government from the necessity of a close supervision of your Highness' affairs. Any great change such as you propose must rather increase the necessity, since it is evident that the failure in paying one instalment when they come to be of such magnitude would render it imperative on the British government to take the exclusive management of

your Highness' finances on itself until the debt was discharged.

"*One plan only can release your Highness from all interference, which is the discharge of the whole of your debt, or the consent of the bankers to give up the guarantee. I press this with more confidence on your Highness, because I am led to believe that, from the state of your Highness' treasury, the continuance of the debts which occasion so much uneasiness is in a great measure voluntary. If a pecuniary payment would at once relieve you from the situation which is so unpleasent to you, it is unnecessary to say how well it would be so employed, or to point out the ease with which it would be replaced by the savings of your revenue when you were no longer burdened with debt or with the payment of interest.*

"In conclusion, I must beg to suggest to your Highness the advantage of returning to the former practice of communicating the contents of your letters to the Acting Resident. It might be convenient to your Highness for a time to forbear that practice, but it cannot be continued when detailed negotiations are to be commenced, or even if it were not otherwise objectionable.

"For further particulars I beg to refer your Highness to Mr. Willoughby, who possesses my full confidence, and who has been informed of the views and intentions of this government on all the points under discussion."

Mr. Elphinstone's declaration that "the septennial leases could not now be set aside without the consent of the holders, unless they were clearly proved to have

failed in their part of the agreement" sent Syajee on a new series of misrepresentations, in order to invalidate the proceedings which had led to the grant of the leases. They were thus replied to by the Governor on the 10th September:—

"I have had the honour to receive your Highness' letter dated 28th August.

"Your Highness is pleased in the enclosed memorandum to state certain objections to the late arrangements, on which I shall now beg leave to remark.

"Your Highness states that the two ministers (karbarees) had, without taking your orders, granted pensions and other provisions to their own dependents to the extent of 15,000 or 20,000 Rupees.

"Any grants of this sort made without your Highness' knowledge are void, and it would be a source of much surprise to this government to find that the Resident had any share in such a transaction. It is my firm belief that your Highness, on inquiry, will find that part of the report unfounded, but I must beg that your Highness will have the goodness to state the instances of such grants by the Resident. I cannot, indeed, sufficiently call your Highness' attention to the letter I had the honour to write to you before your first *written* statement was received, in which is pointed out to you in strong terms the necessity of an open and avowed statement of the causes of your Highness' dissatisfaction. I hope therefore that you will in all cases clearly state the particulars of any point that is offensive to you, so as to admit of its being inquired into.

"The grant of these allowances, however, admitting it to have been ever so culpable, does not appear at all connected with the arrangement of your finances. If these allowances were to be retrenched, the arrangements would remain unaltered.

"The increased allowance to the minister is in exactly the same predicament. It was reported by the Resident to have been freely granted by your Highness, and the amount fixed by yourself. If, however, it was otherwise, or if your Highness now wishes for any other reason to resume it, there is no obstacle; it has no connection with the financial arrangements.

"The same remark applies to the exchange of the village with Sarabhaee, the Residency moonshee, which your Highness conceives to occasion a loss of ₹ or 4,000 Rupees. I do not suppose that any objection would be made to the exchange being cancelled, or to the terms being settled by a fresh inquiry, but this question seems to have no connection whatever with the new system.

"Your Highness states that the dependents of both "karbarees" (by which your Highness probably means the Resident and the minister) have given farms to their own dependents, and that they have given them on unfavourable terms.

"The farms seem chiefly to have been given to the bankers who advanced the loan, but if any have been given improperly in any respect, if you will be pleased to state the particulars, they will immediately be enquired into.

"With respect to the terms, your Highness observes that it has been usual for all loss to be borne by the

farmer, and all profit to go to the Government. Such a system could not possibly be acted on without ruin either to the farmer or the ryots, and if it has been enforced, no other reason need to be looked for to explain the decline into which your Highness' revenue has fallen; nothing but long leases or most indulgent direct (Amanee) management can possibly restore it to prosperity.

"I must observe that it would have been better if these objections had been urged at the numerous conferences which took place before the farms were concluded. Now that the farms are granted, and deeds given to the farmers, it seems impossible for your Highness to revoke them, unless you can show that they were granted unknown to you."

The Resident having, on the 29th August, remonstrated with much freedom on the forbearance with which the Guicowar and his advisers were treated by government, the following sentiments of the Governor were communicated to him on the 7th September:—

"I am directed to acknowledge the receipt of your letter, dated the 29th ultimo, on the late intrigues at Baroda, and to communicate the sentiments of the Governor in Council thereon.

2. "The government is entitled to expect from every Resident the most unavowed communication of his sentiments on all measures connected with the court at which he resides; it is therefore far from the intention of the Governor in Council to object to the freedom with which your opinion is expressed respecting the line of conduct which it is his intention to pursue,

but as your letter contains many expressions of disappointment at the situation in which you are likely to be placed, the Governor in Council finds himself obliged to advert to those complaints before he enters on the general question.

3. "The grounds of complaint are that the assurances given by you to the minister and to the farmers are not fulfilled; that the Guicowar's evil counsellors, by whom you have been opposed, are permitted to remain about His Highness; and that some of those persons have been allowed with impunity to attack your character and that of the Residency.

4. "With regard to promises to the minister, you are so well acquainted with the repugnance of an administration forced on the Guicowar to the Governor in Council's notions of expediency, even if there were no question of right, that the Governor in Council cannot suppose you ever gave any encouragement to an expectation that such support would be afforded. If, however, you had conceived that you were authorised by any unforeseen circumstance to hold forth that expectation, so great a departure from an ordinary policy ought to have been reported without delay. An opportunity would then have been afforded for the Governor in Council to repeat his determination on this point, and the minister would have been apprised of the real sentiments of the government before he had taken any step under the expectation at first impressed on him. The same observation applies in a less degree to any guarantee to the farmers of the districts. Had the Governor in Council been consulted before such guarantee was given, it would probably have been directed

to be withheld. In no circumstances would it have been granted without full knowledge that such was the sincere and earnest wish of the Guicowar.

5. "But the whole arrangement, with all the great changes it introduced, and the objections raised to them by the Guicowar, were unknown to the government until everything had been definitively settled and put beyond the possibility of recall.

6. "The Governor in Council is fully sensible of the zeal which induced you to push this arduous settlement through all the difficulties opposed to you, and he is well aware that you were influenced in deferring all reports to government by a laudable wish to oblige the Guicowar, and by a belief that the fear of being called on to account for his secret collections was sufficient to ensure his sincere co-operation.

7. "In this conviction the Governor in Council is disposed to take the most favourable view of the embarrassment which your over reliance on this prince's acquiescence may occasion both to yourself and to government; but he cannot encourage the expectation that you are now to be relieved from the ill consequences of these embarrassments by a total change in the principles of the government, and that the measures which you consider yourself bound to support are to be carried through by the Governor in Council without regard either to his own policy or to the rights of the allies.

8. "The above reasoning is pursued, on the supposition that a promise of support against the Guicowar has been given by you, and relied on by the minister, but the Governor in Council is by no means of opinion that this is actually the case. There is no

appearance of any such assurance on your part, and the minister was much too well acquainted with our policy to take one for granted without clearing up the doubts which he could not but have entertained. Nor does any promise appear to have been held out to the farmers of the revenue beyond what it may still be possible, without the violation of any principle, to fulfil.

9. "However disagreeable, therefore, it may be to the Resident to see those who acted with him out of favour, there seems to be nothing in the situation which must not be expected by any minister at the court of a prince who still possesses the smallest shadow of independence.

10. "I now come to the second point complained of, that the Guicowar is allowed to retain his evil counsellors, on which I am first directed to observe that, in general, the forcible removal of what are called evil counsellors appears to the Governor in Council to be the least advisable manner of overcoming opposition at the court of a native prince. In the majority of cases, these supposed counsellors are only the instruments of the prince's pre-conceived designs or wishes, and the removal of one set has no effect but to raise up another still more hostile, and at the same time to create distrust on the part of the prince, who conceives, with some reason, that it is designed to surround him with creatures of the more powerful government, and to deprive him of all means of independent action or even of uninfluenced information. The case of Rama Wagh affords an exemplification of the consequences just stated.

11. "When the counsels of a particular individual are likely to bring about a war or a dissolution of an alliance, every risk must be run to avert a calamity which cannot be remedied if it be suffered to occur; but when the point in agitation is only the adoption of one or other plan of internal administration, free discussion is not only safe but desirable. The British government possesses the right (if absolutely necessary for the fulfilment of its engagements) to interfere in the Guicowar's government even to a greater extent than appointing the minister. This right has been often impressed on the Guicowar, and never more strongly than in the Governor's last letter. While this knowledge of the result of wrong measures exists, the Guicowar may safely be left to the full examination of all that promise him relief from the parts of the system that are most unpleasant to him.

12. "It is unnecessary to say that the above observations against the forcible removal of evil counsellors are no bar to the employment of persuasion for the exclusion of particular individuals when opposition to their measures is not found sufficient, still less do they preclude a refusal on the part of the Resident to receive or transact business with persons of notoriously bad character.

13. "Your remarks on the persons who have been concerned in attacks on you stand on entirely different grounds. If the Governor in Council could establish that any of those aspersions were set on foot by persons about the Guicowar, he would be fully entitled to insist on their dismission. The present information, however, does not enable the Governor in Council to

bring home such a charge to any of the Guicowar's advisers: it is only of attacks made by individuals of this description that the Governor in Council thinks it expedient to take notice. The consequences of giving a personal turn to a dispute between the Guicowar and the Resident at his court are too obvious to require any explanation of the reasons for not noticing those attacks of which His Highness was himself the channel.

14. "I now proceed to inform you of the measures which it is the intention of the Governor in Council to pursue in respect to the subjects that have been discussed in this letter.

15. "It will be the Governor in Council's wish to afford the minister every support that can be derived from pointing out his fitness for his present employment, and the many advantages that will result from retaining him in his post, together with the confidence and satisfaction that such a resolution will afford to the British government; but all these recommendations must be made with a perfect understanding on the part of Syajee that he is in no danger if he stands out against them, either from the open resistance of the British government to the appointment of another minister, or from any systematic counteraction to his future measures.

16. "With regard to the farmers, unless the Guicowar can show that the leases were granted (as he has intimated) by his minister without his sanction (a point on the fallacy of which the Governor in Council entertains little doubt), the Governor in Council will consider them as still binding on His Highness; and although

he will not interfere in all the details of them as if they had been guaranteed, he certainly will afford no aid or countenance to any project of the Guicowar, by which the faith which he has pledged to those engagements shall be in any respect disturbed.

17. "It is certainly highly desirable that the Guicowar's wish of paying off the guaranteed debt should, if possible, be accomplished; but if that should prove hopeless, it will probably be necessary to adhere to the present one in all particulars.

18. "The Guicowar's plan will appear from the enclosed letter from His Highness, and the Governor in Council's views on all points not already noticed will appear in the reply.

19. "With regard to the native agent, should the Guicowar ever entertain the thought of taking him into his service, he might be prevented under the 9th Article of the Treaty (since it appears the native agent is a native of the British territories). The obvious ground of the unfriendliness of his entertaining a servant discharged for infidelity to his employer furnishes, however, a more natural and more eligible objection.

20. "The allusion to the golden cup in your letter has, with some difficulty, been cleared up. It appears that Beneeram, though a total stranger, sent some sort of a cup, with a syphon, as a present to the Governor (in 1825), which was directed to be returned with a letter from the Persian Secretary, declining it in concise but civil terms."

In order to give a clear view of the policy of government in this crisis, the following extracts from

despatches dated 7th September, No. 1122 B, may also be profitably quoted:—

3. "On delivering the letters from the Honorable the Governor, you will request His Highness to peruse them at his leisure, assuring him that you will be prepared to enter on the most cordial and confidential consultation with him on the means of releasing him from his guaranteed debt. It is desirable that you should express your willingness to carry on this consultation with His Highness alone, or in the presence of such other persons as he may select for the occasion; and you should endeavour by all means to convince him of the reality of your wish to assist him, and, as far as possible, to remove any difficulties that may lie in the way of the arrangement.

4. "Your first business will be to receive the details of His Highness' proposed arrangement, and you will take every opening that occurs to press the expediency of an immediate settlement of the guaranteed debt.

5. "Should that, however, be hopeless, your attention should be directed to shortening the period of the guarantee in the manner proposed by His Highness.

6. "The first point to attend to is, how far the plan will be consistent with the rights of those concerned.

7. "It seems to have been considered on former occasions by the bankers that the Guicowar was entitled to discharge the whole of his debts to them whenever he found it convenient; but it does not

follow that the terms at present agreed on can be altered as long as the agreement itself subsists. It would therefore be necessary to obtain the consent of the bankers before the plan of payment in two years (or any other of the same nature) was substituted for the seven years loan.

8. "As, however, the measures connected with the repayment would probably open a more profitable employment for the money, it is not likely that the bankers will object to either of the schemes.

9. "It will next be necessary to see how far the Guicowar is likely to be able to make good his payments, since it would be impossible to guarantee a plan that did not hold out a good prospect of success. That his revenues would enable him to pay 45 lacs a year if he borrowed all that was required for his expenses, will scarcely admit of a doubt, but it seems questionable whether he will be so sure of regular advances as to enable him to carry on his government without encroaching on the revenues which will have been set aside for the payment of his debts. It is probable that his establishments, especially his army, would be allowed to run into arrears; and if this was likely to be carried to such an extent as to occasion confusion in the government, it would be an inseparable objection to the plan, but as long as the arrears are not likely to exceed those which have been always usual until the last reform, there seems no reason why they should be an obstacle to a settlement otherwise so much desired.

10. "It is scarcely necessary to say that no arrangement can be concurred in that displaces

farmers without their consent as long as they adhere to their engagements.

11. "The necessity of great pecuniary payments on the plan of immediately extinguishing the guaranteed debt, together with the number of persons whose consent is to be obtained, appears at first sight to render the attempt hopeless, but the command of ready money which His Highness possesses, the means he has of raising the interest of his loans from the low rate to which the Resident has reduced it, and the profit likely to arise to the monied classes by a revenue system entirely free from our control, afford no unreasonable expectation that His Highness' plan may be realized.

12. "Even if it should fail, the cordial assistance afforded by the British government in endeavouring to bring it about will help to convince the Guicowar of the impossibility of effecting any better arrangement than that already in force, and may secure (what by any other means would certainly be unattainable) his cordial co-operation in the fulfilment of his subsisting engagements."

The Acting Resident having also remonstrated against the policy of Government in regard to the Minister of His Highness the Guicowar, Mr. Elphinstone's sentiments were conveyed to him also on the 8th October, in the following terms:—

3. "On the first of these subjects, the Governor in Council is of opinion that the personal guarantee to the Dewanjee which was given by Colonel Walker should be fully attended to. He is not, however, inclined to attach much consequence to its existence, as he

conceives that the circumstances of the present case would alone entitle the British government to interfere in favour of the Dewanjee if any attempt should hereafter be made to oppress him for his share in the reform. Its interposition, however, would in neither case go beyond insisting on fair inquiry, and would not bar any just claim which the Guicowar might be able to substantiate to the satisfaction of the British government.

4. "The Governor in Council is also of opinion that if the present discussion should terminate in the Minister's dismission from office, the British government will be justified in stipulating for a liberal provision for him during his life, or until he shall again be called into employment.

5. "As there appears to be no immediate prospect of this question being agitated, it is unnecessary at this period to go further into particulars; but I am directed to observe that before any demand is made on the Guicowar, the amount of the allowance proposed should be stated to the Governor in Council for his consideration.

6. "I am directed in this place to advert to a passage in the 14th paragraph of your letter, in which you say of the minister, 'that anything like neutrality on our part will seal his fate and (in the hope that Government will pardon my freedom, I must add) involve its own honour and reputation.' If this assertion be founded on anything beyond your own general notions of the maxims which ought to guide the conduct of States towards their allies, it will be necessary to enter into an inquiry as to the means by which the honour of the Government has come to be compromised.

7. "The only pledge of which the Governor in Council is aware is his own repeated promise that the British government would never interfere in the Guicowar's choice of a minister, except by objecting to the appointment of an obnoxious individual. If any ground has since been given for opposite expectations, instead of entitling the giver to support in his proceedings, it would expose him to the strongest censure of the Government, whose avowed policy he had deranged by his unjustifiable preference of his individual views of expediency.

8. "With respect to the Guicowar's proposed plan, the possible failure in effecting it was fully within the view of Government when the last instructions were written, and a favourable result was expected from the failure if so managed as to convince the Guicowar of the necessity of reverting to the plan lately framed by the Resident in consequence of the impossibility of finding any other to substitute for it."

On the 3rd October Syajee addressed the Governor a letter, forwarded through the Acting Resident, in which he endeavoured to make it appear that the guaranteed creditors were willing to accede to his scheme for clearing off the debt in two years, leaving it to be inferred that their subsequent refusal to do so was due to the encouragement of the Acting Resident, whom he also accused of incivility in respect to the Dussera procession, at the same time explaining that by the expression "the two Ministers or Karbarees" in a former letter he did not allude to Mr. Williams, "*who was to him as a brother*," but to the native agent, Sarabhai.

The Acting Resident at the same time reported that His Highness had intimidated the guaranteed creditors to coerce them into his plans, and had ordered them not to go to the Residency to consult with the British representative. These letters drew forth the last letter of the series from Mr. Elphinstone to Syajee, which is as follows:—"I have had the honour to receive your Highness' letter of the 3rd October.

"I have from the first had the honour of informing your Highness that the possibility of this Government's consenting to the plan of discharging your Highness' debts in two years depended entirely on the free consent of the bankers. Until it is absolutely certain that their consent is voluntary, and that no sort of restraint, direct or indirect, is put upon them, it is impossible for the British government to recede in the smallest particular from the promises it has given them. I was therefore much surprized to learn from the report of the Acting Resident that your Highness was averse to the attendance of the bankers at the Residency. The free intercourse of all persons whatever with the Residency has ever been insisted on as an inseparable consequence of the existence of friendship between the States. The intercourse of persons who are guaranteed is still more necessary, since any measure that prevents their making representations of any departure from the guaranteed terms, is itself a violation of the guarantee. With respect to the bankers in particular, they are your Highness' subjects, and it was their sense of their dependence on your government that induced them to solicit the security of the British

government. If they are to be prevented going to the Residency, and are to be called on by their sovereign to renounce the guarantee, the British Resident sitting by and recommending compliance, what can they understand but that they are abandoned, and that both States are combined to compel them to resign the pledge that had been given to them? Under this impression, instructions were sent to the Acting Resident to enter on explanations with your Highness to the effect above stated, and then to send for the bankers in a body and separately, and to explain to them that the plan proposed by your Highness was very acceptable to the British government, and appeared to be very beneficial to the interests of all parties; but that as the former arrangement had received the guarantee of the British government, it rested entirely with them to adhere to it or to make the proposed alteration according to their own free and unbiassed opinion of what was best for their interest, and that if they had the least objection to giving up the former guarantee, they might depend on the faith of the British government for supporting them as effectually as it ever had done.

"If the result of this communication should be to satisfy this government that the renunciation of the former guarantee by the bankers is perfectly voluntary, the new plan can be proceeded with; but as long as there is the smallest doubt of the real wishes of the bankers, your Highness must perceive that the faith of the British government compels it to object to the slightest departure from the engagement which it is pledged to maintain.

"Your Highness mentions that the Acting Resident

objected to attend at the Dussera or to send the troops. There appears to have been some mistake about the last circumstance, as the attendance of the troops was never objected to. With respect to the Acting Resident's absence, if it was owing to the invitation not having been sent by a person of sufficient rank, your Highness must perceive that it was not inconsistent with established custom (maamool).

"It gives me great satisfaction to learn that I misunderstood your Highness in supposing that you intended to reflect on the Resident under the phrase of 'the two Ministers.' I perceive with pleasure that your Highness is now more sensible of the merits of that gentleman's conduct, and of the goodness of his intentions towards you. I must, however, observe that in your earlier letters your Highness (deceived, as I must still suppose, by the misrepresentations of interested persons) was led to countenance many charges against the Resident which do not appear to have been well founded. I forbear to remark on those charges until time should be afforded for bringing forward proof, and as the Resident himself is most desirous to avoid every proceeding that can disturb the good understanding between your Highness and him, I should, if I consulted his wishes, still abstain from all mention of those imputations; but as such charges against its Minister are in fact injurious to the government, I feel myself called on to point them out to your Highness, and the more because I am persuaded that a renewal of such proceedings would have the most pernicious effect both on the character of your government, and on your personal peace and comfort.

"Your Highness is pleased to say that you are under the influence of no advisers. My favourable opinion of your Highness' own wisdom and honour compels me to think otherwise; but of this I am certain, that many of the measures which your government has of late pursued are entirely inconsistent with your former practice, and must before long involve you in inextricable difficulties of all descriptions.

"It is by removing the persons in whom the present intrigues have originated, and by renewing your confidence in the approved zeal and friendship of the Resident, and by no other means, that your Highness can hope to escape from the embarrassments with which you are surrounded.

"Mr. Williams will leave this in a few days, and will repair at his earliest convenience to Baroda, when I shall take an opportunity of again addressing your Highness."

Mr. Elphinstone embarked at Bombay on the 27th (28th) November, and Sir John Malcolm assumed the government.

CHAPTER XIV.

RUPTURE WITH THE GUICOWAR.

THE departure of Mr. Elphinstone was almost coincident with the open breach between Syajee Rao and the Government of Bombay.

On the 8th November, the Acting Resident had reported that the Maharaja had announced to him in a personal interview his intention of paying off the guaranteed debt at once, and when told that he could not do so without the consent of the bankers, he insisted that such was not necessary as the Governor had sanctioned his doing so. On the 20th of the same month Syajee Rao called on the Acting Resident and reported his intention; he also communicated it in writing.

On the 4th December, it appeared that measures were in progress to abrogate the existing banking system (which had been conducted by the firm of Hurry Bhugtee, under a guarantee given by the Resident in A.D. 1810), and two days after Syajee Rao began to draw cheques on other bankers, and to assign revenue for the payment of these drafts.

These proceedings were met by expostulation and protest; first private and personal, then in writing, and lastly, by a message sent through a servant of the Durbar, warning the Guicowar that no business would be transacted with him while he continued in his present course.

In the interim Mr. Williams, the Resident, had been directed to return to Baroda. He had reached Surat, when, hearing of what had occurred, he halted, and despatched an expostulatory letter to Syajee Rao, but the Governor directed him to proceed with all expedition, to seek an early interview with the Guicowar, and inform him that if he persisted in this conduct for another month, it would be necessary for the British government to vindicate its obligations to those holding its guarantee, by taking possession, for a period, of the countries assigned to his creditors, or by applying, as the interest of a loan raised to discharge the debts, the amount of tributes received on account of the Guicowar's state.

With respect to the Minister, Wittul Rao Dewajee, it was declared that though Government could not insist on any particular person as the Minister of the state, yet that Syajee's employment of one in whom confidence could be felt would be considered a pledge of his sincerity, while his giving his continued confidence to the evil advisers about him would perpetuate doubts of his future intentions. Having made these communications to His Highness, the Resident was directed to withdraw from all intercourse with him until satisfaction had been given.

Both the Resident and his Assistant had been eagerly urging on the Government a more severe and rigorous mode of dealing with Syajee Rao, and the former now noticing "the lenient and forbearing" conduct pursued, stated that "much disorder was soon to be expected when the people of Guzerat take up the idea that the Guicowar is relieved from all his Bandree obligations, and find that all who have directly or indirectly been useful to the allied interests are subjected to the weight of his displeasure." To this it was replied that "the Government did not concur in his conclusions; that the position of affairs rendered it the more to be regretted that the Resident had halted at Surat; that while the proceedings of Government were grounded on the principles stated, it could be of little consequence what ideas the people of Guzerat (by whom it is concluded the monied men are meant) formed of its conduct. They would judge the question as it affected their own interest, and as their profits depended on the continuance of the bandree loans, they must be alarmed at every effort the British government made to free itself from those embarrassing engagements."

It may not be unprofitable to pause here, and pass in rapid review the causes of the crisis at which the affairs of the Guicowar government had arrived.

Both the Governments had the same object in view, viz. to release themselves from the trammels of the guaranteed debt. It must therefore be considered a very curious as well as unfortunate state of things that neither party could free itself even by paying up the whole of the pecuniary demands of the guaranteed creditors.

The debt incurred under British guarantee had been constantly reported by the Residents to be on the verge of liquidation, but the accomplishment of these promises had been still and still deferred because fresh loans had been necessary to defray the current expenses of the State; what was paid with one hand was borrowed with the other.

When therefore the failure of the arrangements sanctioned by Mr. Elphinstone in A.D. 1820-21 became apparent, Syajee Rao acquiesced in the financial scheme got up at the Residency (of which the great feature was a septennial lease of his dominions), as the only mode of satisfying the British government, short of parting with a portion of his private treasure.

Subsequently, however, he would seem to have become alarmed at the prospect of so long a severance of his territory from his own control, and the probability of his secret appropriations of revenue being suspended, for though the guarantee of the British government had not been attached to the lease, and, indeed, it had not been conscious of the progress of the measure till it was concluded, and would most probably not have sanctioned it contrary to Syajee Rao's wishes, yet it felt itself so far committed as to demand the upholding of the lease when it found that the measure had been matured and brought into operation with the consent, or, at all events, without the declared objection of Syajee Rao.

Under these circumstances, he began to misrepresent the nature of his connection with the measure and

even to make groundless charges against the Resident, which only served to expose his duplicity, and to irritate the British representatives, and when this course proved unavailing, he propounded a scheme for engaging the creditors to surrender their guarantee on receiving the liquidation of their pecuniary demands in two years, and when this failed, owing to the refusal of the creditors, he fell back on the sacrifice of his private treasure, and engaged to pay them all off at once. Here again he was informed by the Acting Resident that the consent of his creditors was still necessary, and that in consequence of his having put a pressure upon them to induce them to consent to his former proposition, there was now no chance of their consenting to relinquish the protection of the British government one hour sooner than they could help, and that as this was continued to them so long as money was due to them, they would not agree to any proposal which, by the total liquidation of their claims, would release the British government from the duty of protecting them.

Syajee Rao, however, was determinedto release himself at as early a date as possible; but to do this it was necessary to cut off the stream of *new* guaranteed debt which ever postponed the possibility of his liberation; and with this view he closed his account with the guaranteed bankers, and obtained the funds he needed from other capitalists on his own private security. Here again, however, he was told a guarantee had been given to Hurry Bhugtee, by which that firm had the monopoly of advancing money to the state for ever, so that he was again infringing a guarantee.

Syajee Rao now became perfectly reckless, violated the guarantee in several other cases, and behaved generally in an insolent, litigious, and aggravating manner.

The result was the following Proclamation, and the adoption of measures to carry it into effect:—

"PROCLAMATION.

"*Bombay Castle, 28th March* 1828.

"Whereas His Highness Syajee Rao Guicowar, unmindful of the friendship which has so long existed between the British government and the State of Baroda, and disregarding the repeated and solemn remonstrances which have been made to him by the British representative at his court, has, under the influence of wicked and designing persons, openly and deliberately violated engagements which had been concluded for the sole benefit of his state with His Highness' full knowledge and concurrence, and sanctioned by the guarantee of the British government; and whereas all endeavours to persuade His Highness of the danger to which he was exposing himself by persevering in such conduct have failed of producing the desired effect, the Governor in Council has at length been reluctantly compelled to adopt decisive measures for the vindication of its violated faith and insulted honour, and to take into its own hands the means of providing for the full and satisfactory repayment of all claims, for the liquidation of which the British government are guarantee.

"The conduct of His Highness Syajee Rao Guicowar would have fully justified the British government in declaring existing treaties at an end, and in treating

him as in a state of open hostility with the British government; but having no views of aggrandizement or self-interest, and being solely desirous to uphold the integrity of its faith, it has determined to limit itself to the most moderate course it could adopt consistently with the claims of those it has guaranteed, not that the conduct of His Highness entitles him individually to consideration, but because the British government is anxious to evince its regard and consideration for the Guicowar family. Acting upon this principle, the Governor in Council limits himself to the measure of placing under temporary sequestration the following resources and territories of the Guicowar state, viz. :—

Purgunna Pitlaud.
Ditto Byeel.
Ditto Kuree.
Ditto Dubhoy and Bhadurpoor.
Ditto Sinnore.
Ditto Amrolee, Damnuggur, &c. &c.
Tuppa Seeanuggur.
Tribute of Katteewar.
Ditto of Mahee Caunta.
Ditto of Rewa Caunta.
Ditto of Rajpeepla.
Ditto of Oodeypoor.
Tributary villages of Sunkheira.

"The Governor in Council deems it necessary to declare, in the most explicit manner, that the only object of such sequestration is to enable the British government to satisfy the just demands of the creditors who hold

its guarantee under the septennial arrangements concluded by His Highness in 1826.

"The occupation of the territory included in this sequestration being considered only temporary, as little change as possible will be made in its administration, it being intended to restore the territory as soon as the purposes for which it is assumed have been fulfilled. The British government, notwithstanding the conduct of His Highness Syajee Rao, has too great a regard for the family of the Guicowar and the ties of friendship which have so long bound the two States, to contemplate the permanent alienation of one beegah of its dominions.

"The above sequestration has in view only the fulfilment of the pecuniary engagements made with the bankers under the guarantee of the British government, but when that object shall have been attained, it will remain for the British government to consider of the reparation which may be due to itself for the expenses to which it has been exposed by the conduct of His Highness, and to take ample security against any future violation by that Prince, either of the terms of its treaties with the Guicowar state, or the pledges and guarantees it has given to individuals.

"This Proclamation is therefore promulgated for general information, in order that the motives and intentions of the British government may be fully understood."

At the same time, the septennial lease was cancelled by the British government.

With regard to Wittul Rao Dewajee, the British guarantee was extended to himself and family and

property, and a pension, similar to that granted to guaranteed ministers, was to be secured for him. Moreover, as the Kattywar districts had been formerly in his charge, and had been brought by his management to their present state of prosperity, and had in the septennial leases been assigned to him, he was to retain them on the same terms if he pleased under British guarantee (as an exception from the general rule in his favour). Beyond this, his tenure of certain villages held in jagheer in Kattywar was also to be placed under the British government, in order "to show the country at large the sense entertained of the merits and integrity of Wittul Rao Dewajee, and the manner in which such services are rewarded."

All this was communicated in writing to Syajee Rao, and he was also informed generally that he would be called upon to maintain his contingent of horse on a better footing, to enter into a commercial treaty, and to reform his coinage.

It was a curious circumstance that, in the height of these dissensions, Syajee Rao invited the Resident to be present at the investiture of an adopted son of the moojumdar of the state,—curious, because he was suffering from the consequences of British guarantees, and here by refusing to allow of the adoption, or by making it conditional on the resignation of the guarantee, one of these troublesome engagements would have been annulled.

The measures of the Bombay government were generally and cordially approved by the Government of India, "it being particularly satisfactory to learn that you feel at liberty to abandon the septennial leases,

which we cannot but regard as pregnant in an eminent degree with mischief and embarrassment both to the sovereign of Baroda and the British government."*

Wittul Rao Dewajee became now openly the servant of the British government, and was formally invested with the management of the sequestrated districts, a measure which ensured the unappeasable detestation of him by his late master.

In the course of the year 1829, serious dissensions broke out between the Guicowar and Govind Rao, the adopted son of the deceased Futteh Sing Guicowar; the nature and scope of these dissensions may be best understood from the following letter and enclosures.

To Thomas Williamson, Esq.

Baroda Residency, 20th November 1829.

Sir,—I have the honour to forward copies, with translations annexed, of a yad addressed to me by His Highness the Guicowar, with my reply, the subject-matter being the anxiety manifested by His Highness on the 14th instant to proceed to extremities with his relation Govind Rao Guicowar, and to devolve the odium and dishonour of such violence (following so much previous irritating injustice) upon the British government. I have felt obliged to accompany the translation of His Highness' memorandum with marginal notes, to which I beg particularly to solicit the attention of Government.

2. The measure to which the Honorable the

* The question cannot but arise: had the Septennial Leases been abandoned *before* the rupture with the Guicowar, would there have been any rupture at all?

Governor in Council has been reluctantly compelled to resort, by His Highness' repeated infraction of solemn treaties, will prepare Government for believing that no reliance can be ventured upon his word or promises when no penalty attaches to the breach of this observance; no part of his engagements to His Highness the late Futteh Sing's family was observed, but his jealousy of Govind Rao Guicowar, and anxiety for his destruction were brought to a crisis by an indirect overture made from the Gwalior durbar to negotiate a marriage betwixt the young prince, who through His Highness' systematic neglect, remains unmarried, and one of the young females of the Scindia family.

3. The prospect of so powerful an alliance for the object of his peculiar jealousy was the sole cause of the harshness with which the young prince was treated by His Highness, and by which he was driven (after incessant fruitless appeals to government) gradually step by step, to his present course, which, however ill advised it may appear, seems as far as can be judged from the character of His Highness' instruments and advisers, the only course by which he could have escaped assassination or imprisonment.

4. I hope to be favoured with instructions for my future guidance in reply to my report by express on the 15th instant, at which period I was under the greatest apprehension of a very calamitous collision of the two factions; the termination of which it is impossible to conjecture, as His Highness' troops are in no degree to be relied upon, and I fear an indiscriminate plunder of the city would be the sole object of both parties.

TRANSLATION *of Memorandum addressed to the Resident by His Highness the Guicowar, dated November 14th, received on the 15th,* 1829.

NOTES.

(1) Secret assassination was attempted on Govind Rao, and he hired a few additional men for self-protection.

(2) Chettun Sing bribed Dillawer Khan to poison Govind Guicowar, who being detected in his attempt, confessed his crime and the seducer to it. At the period the jassoos alluded to intruded himself amongst Govind Guicowar's people, and was seized on its appearing he was party to a plot for Govind Guicowar's destruction.

(3) Govind Rao's people declare that they have in no respect interfered with the distribution of grain as charity. His Highness ordered the daily donation to be suspended, the assertion here made is false.

AFTER COMPLIMENTS.

You are aware of the disorderly conduct of Govind Rao Guicowar, and of his residing in the house of Colonel Ballantyne, and of his having erected his standard, and of his collecting (1) troops, and of his having seized the Sirkar (2) jassoos and occupied the temple of Kydareishwur with a guard, so that the avenues to the temple are unapproachable, whence the daily distribution of food to Brahmins is no longer practicable, and the daily offerings to the god are interrupted, as no one is permitted ingress or (3) egress to the temple; and the sirkar ryuts on passing over the bridge are arrested. Such is the state of affairs, and the extent to which Govind Rao Guicowar has carried his excesses, on all which in each stage of the proceeding this sirkar has not failed to make perpetual representations to the Resident, and also forwarded letters to the Honorable the Governor; but notwithstanding all this, the British power has not been interposed to suppress the seditiousness of Govind Rao Guicowar, nor to

NOTES.

(4) The sowar went into the city on private affairs, and was attacked by His Highness' horsemen, and drew his sword in his defence and fled. The exaggeration of the story betrays its falsehood; a single individual cannot be believed to have incurred the hazards here stated to be braved by the party complained of. When the horseman had fled, His Highness' people seized four of Govind Guicowar's sepoys, who were quietly procuring food in the bazar; and another, whose wife having died in the city was employed in *her* funeral, was seized, and the corpse left on the road: these facts are notorious.

(5) The chebootra and temple of Sooruj Narayen are within a hundred yards of the Residency buildings, the rear of the latter adjoining the garden; yet, notwithstanding the stress laid by His Highness respecting his apprehensions lest in case of his attack on Govind Guicowar the Residency establishment might suffer, he took the very step with which he falsely charged Govind Guicowar, availing himself of the Residency for a protection to his troops, which Govind Rao did not do, and lodged upwards of 150 men in the temple, and expel him from his position near the Residency—a neglect of our wishes incompatible with the close alliance hitherto uniting the two states. (4) The present object is to bring to your notice that yesterday one of Govind Guicowar's horsemen entered the city, and proceeding to the house of Zamin Meeah Jemedar, there gave vent to his passion in coarse abuse of the Jemedar, and though requested by the Jemedar to cease and withdraw, he refused and persisted in his abuse. Thereon the Jemedar ordered his sepoys to drive him away, who proceeding to obey their master, the horseman drew his sword and rushed upon them, and the sepoys opposed. Thereon the horseman turned about and departed from the city with drawn sword in hand. After this Govind Guicowar's people advanced and surrounded the chebootra (5) of the Poora, which was no sooner known to us, than we reported to you that Govind Guicowar had surrounded the chebootra, and that his people were insulting the servants of the sirkar, and that they were advancing to the temple of Sooruj Narayen, and that you were requested by us to interfere and check him, and that we

made great parade during these two days in supplying them with ammunition, as if for immediate action, and took out guns from the arsenal and collected masses of troops in the city. The proceedings at the temple were visible from the Residency, and we were eye-witnesses that Govind Guicowar's people were not advanced until every thing seemed ready for the attack on them. It is a notorious fact that His Highness' people were on this occasion the assailants.

(6) I had no object but to prevent what would certainly have caused much bloodshed and plunder of unoffending people, as His Highness, instead of flank movements against Govind Guicowar, selected the main street of the city in which to attack him. The subsequent misrepresentations require little comment; the observation would never have been made, unless His Highness had addressed me first (*vide* my report by express of the 15th instant).

(7) The whole sedition was created by His Highness' machinations against the honour of his late brother's family, and his jealousy of Govind Guicowar's royal birth; he seduced him to quit his family and remove

wished you should be informed of the disorders in progress. To which you replied that there remained no opening for your mediation, but that, as respected the tumult then complained of, the report which had reached you led you to believe that our people were chiefly to blame for the occasioning of it, and that we were to blame for advancing parties upon the temple of Sooruj Narayen and the chebootra; that, as the Governor was now so soon to be here, we might wait for his arrival, and that our bringing matters to extremities now did not appear (6) respectful to the Governor. On receiving this reply, the karkoon observed that Govind Guicowar's people were near the chebootra, and we expected you forthwith to remove them, to which you answered that, if we would withdraw the parties we had advanced against Govind Guicowar, then you would request him to withdraw his advanced parties also. Such was the conversation, and the karkoon thereon reported it to us.

We were astonished beyond measure at receiving this message; for whereas Govind Guicowar (7) during six months has been conducting himself seditiously, occupying a house

to the palace; when there, denied him any means of provision, and advised him to remove from the city and occupy a position near the tomb of his adoptive father. His Highness expected to be able to irritate the boy into sedition, and to fix the disgrace and cruelty of his destruction upon the British government. The sedition was created by His Highness' own intrigue for the removal of a rival.

(8) This assertion is false; the outrages above complained of have been duly reported to Government.

(9) I beg to refer government to my several reports in answer to the unjust inuendo contained in this paragraph.

in the vicinity of the Residency, and has killed a servant of the sircar, and wounded several, and prevented the sirkar sowaries, and put a stop to the charities to Brahmins, and blocked up all approaches to the temple of Kydareishwur, and seized the sirkar jassoos and kept him confined, and placed a guard over the karkoon (8) of the Kydareishwur, and inflicted many injuries on the sirkar ryuts, yet that, whilst during the progress of so many acts of insubordination, we remained passive, in every instance laying our complaints before you, yet that still you affect to say that our people are to blame for the tumult now in progress. It is well known to you as it is to all the world, that our people from the first to this moment have never in any one instance been the aggressors.

Further, as respects your assertion that it is not (9) respectful to bring matters to extremities, now that the Governor is so soon expected, we reply that, if the Governor were in any way implicated as the originator of this sedition, then we might be thought disrespectful if we took measures for suppressing it; but we rely too

implicitly on the friendship uniting the two states, to suppose that the Governor has any personal share in these tumults, and we have unceasingly reported all that has occurred for the information of the Governor, whilst Govind Guicowar has not (10) spared any effort to disgrace us and insult our servants; and daily tramples on our authority and ill-treats our subjects. Under all these circumstances, how can our declining to wait for the Governor's arrival be considered disrespectful? You forget that the Honorable Governor Elphinstone prohibited your (11) interference in this case, and strictly cautioned you to remain neuter; notwithstanding this, we reported every occurrence to the Honorable the Governor and to you; yet you have not put a stop to Govind Guicowar's excesses, and now those excesses are daily increasing, so that, unless you instantly take the matter in hand and disperse Govind Guicowar's followers, and release the sirkar's servants he holds in confinement, it is impossible for us to abstain any longer from the exertion of our own authority. You will no doubt throw the blame of whatever

(10) The assertion here made is not true. No step has been taken by Govind Guicowar but what was requisite for self-preservation.

(11) When the Honorable Mr. Elphinstone was at Baroda, he declined interfering in the domestic feuds of the Guicowar family; but, at His Highness' earnest request in 1826, a settlement of the claims of Futteh Sing's family was made through this office, and highly approved by government; but His Highness has not kept one of all the promises he made to the family through the mediation of this office, nor forborne his acts to irritate them into seditious reference to the Residency, himself showing the example by perpetually advancing frivolous complaints and demands against them.

occurs on this sirkar, therefore we remind you that when Govind Guicowar assembled thousands of followers and killed one of our servants, and took up a position near the Residency, thereon you made no observation whatsoever; but when we advanced our parties, then you called upon us to withdraw them as a preliminary step before you would take any measures to check Govind Guicowar. If *this* be your desire to see us insulted in everything, and our subjects abused, your conduct is unbecoming and oppressive, and the Governor will easily judge whether our conduct has been disrespectful, and where the fault lies; and it is desirable you should strictly re-examine the facts now referred to, and give an explicit answer to our demand, now peremptorily repeated, that you will forthwith insist on Govind Guicowar disbanding his followers, or that you will call in the British troops and suppress him and deliver him a prisoner into our hands. On this subject we will no longer remain content with evasive answers (12); for if you do not forthwith consent to compel Govind Guicowar to disband his followers, or sup-

(12) The tone assumed in this paragraph can scarcely fail to be offensive to Government. My reply abstains from any comment; briefly observing that the power to act ever has been and is still in His Highness' power, and that the British government has stood neuter; but that the disgrace of murder, should

His Highness' next of kin, Govind Guicowar be killed, or the injury to the city of Baroda likely to occur, should be upon His Highness, and not on the British authorities.

press him by British force, and place his person at our disposal, then we will undertake what is due to our own honour as a last resource, which we have no longer the power to avoid.

TRANSLATION *of reply to the above Memorandum, addressed to His Highness the Guicowar by the Resident, dated November 17th,* 1829.

AFTER COMPLIMENTS.

I received your Highness' Memorandum respecting the affairs of Govind Rao Guicowar, dated November 14th, upon the 15th; and your short note, requiring immediate answer to the above, dated on the 15th, reached me yesterday. Your Highness is aware that he (your nearest relation) being without means of subsistence, from your Highness not furnishing him the income you promised through the mediation of the British government to grant him, proceeded from his family abode to your palace. At that period had your Highness done to the prince justice, and sent for the other members of his family and complied with the requests which you are pledged to meet, no part of these tumults would ever have occurred; and, in every view of the case it seems to me that the whole of these disorders can be attributed only to yourself; the true history is known to all. The authentic documents which were inter-

changed when the Bombay government, at your earnest entreaties, directed the Resident to negotiate a settlement for His Highness the late Futteh Sing, your elder brother's family, are at hand for examination; the agreement you then made you have violated in every point for which it provided, hence it would be impossible for the Resident again to mediate on your behalf, and it remains for you to act as you think fit. This was unequivocally declared to you from the outset of this disorder, and you have accordingly done whatever you pleased without remonstrance or remark from this office. This being the case, the attempts to fix a cause of complaint against me, which form the sole object of your memorandum, are utterly groundless. On the 13th instant the noise of a tumult reached me, and, whilst it was still heard, your Highness' karkoon came to me with a message, to which I replied in terms that I feel satisfied will meet the approbation of my own Government. All else that is contained in your memorandum, and your mode of commenting on my observations, are unbecoming your Highness' high dignity, and the two propositions you peremptorily demand my compliance with, are made in the face of my repeated assertions that such, or anything like them, exceeded the powers vested in me by my instructions from Government; whilst only one point is clearly proved by your memorandum, that your sole object is to throw the odium of this transaction upon the Bombay government, and to push matters to extremities against your nearest relation; in this your power remains unopposed, but should your

disposition lead you to such steps, the burthen of any crime that may be committed, and the disgrace and responsibility for any injury that may befall the unoffending subjects, lie altogether upon your Highness. Let me, however, earnestly entreat your Highness to consider seriously on the consequences of such measures before you proceed to carry them into execution.

It may be briefly noticed, that eventually Govind Rao Guicowar's conduct appeared so reprehensible, that he was removed from Baroda, and was sent to reside on a pension, first at Surat, and afterwards at Ahmedabad.

Among other causes of complaint against Syajee was the irregular payment of the body of 3,000 horse which he was obliged by treaty to maintain in an efficient state.

In the year 1830 therefore, additional districts were sequestered for this object, and Ameen-oo-deen Hoossain Khan was appointed by the Government to command the contingent. A number of the Guicowar's pagahdars refusing to submit to his orders at Sadra, a detachment of troops was sent for, and they and their followers expelled.

At the same time Government directed the Resident "to maintain a scrupulous kindness of manner towards Syajee, to forbear cautiously from every word and act that could offend or irritate, and to seize every opportunity of conciliation.

"The Resident was to be free of access to all who might desire to see him, but he was to take no notice of any of Syajee's proceedings which might be reported

to him, unless expréssed in overt acts of hostility. The Resident was not to employ newswriters or secret informers as long as there was no alarm for the public peace.

"The Government was aware that a very powerful, though erroneous, motive of action with Syajee had been that Wittul Rao Dewajee, with the principal holders of the British guarantee, and Sarabhai, the native Agent, had formed a conspiracy against him; that they proposed to elevate Govind Rao, and that their plans were approved of by the Residency. This impression it was certain was very prevalent throughout Guzerat and Kattywar."

Government was conscious that it would add to the irritation of Syajee to put the sequestered Mahals under Wittul Rao, but he was the only person competent to manage them; he was, however, to be fully instructed in the policy of government to restore the districts finally to the Guicowar.

At the same time a great change in the administration of political affairs was proposed by Sir John Malcolm, in a minute dated ———.

The Governor reasoned from his own large and long experience "that the location of an officer of Government at the capital of a prince, the existence of a large native establishment attached to such officer, the employment of newsmongers and spies, though necessary in the progress of the British government to supreme power in India, was pregnant with inconveniences and dangers, and had ceased to be necessary when the British supremacy was established.

"The Guicowar had never shown the least desire to contest or deny that supremacy. Guzerat was occupied by British troops, and those of the Baroda state were more ready to obey the former than the latter power." Under such circumstances, "what call was there for a continual watch over his actions and wretched counsels.

"The reclamation of Syajee to an exercise of his power, which would be in accordance with the spirit as well as the letter of the alliance, was very improbable; but after what had passed, it appeared to the Governor even impossible if the Residency were maintained at Baroda.

"The position of the Resident at Baroda, and the minute interference with the affairs of the Guicowar state, which was the natural result of the relations between it and the British government, had called into being a succession of native agents, to whose corrupt and interested motives were ascribed, and no doubt with justice, an ample share of those intrigues and misunderstandings which had so long embarrassed the alliance."

The Governor was decidedly of opinion that "henceforth there should be no native servant at the Residency of a grade to give him the appearance of any influence. None were required but clerks and accountants, and all newsmongers and informers should be discouraged. The British government had no designs which required concealment, secrecy and a minute knowledge of the actions and sentiments of the Guicowar might occasionally be useful, but never in a degree to counterbalance the evil effects of the system.

"The representatives of Government were not to be blamed, under the circumstances in which the Baroda Residency was placed, for the manner in which they had endeavoured to fulfil their duties, but they had failed in doing more than establishing guilt in a prince whom it was the earnest desire of Government to reclaim; the Governor had found him in a state of mind which had frustrated his efforts to win him. Much of this failure was due to the personal character of Syajee, acting under deluded hopes, *wished* by superstition and stimulated by avarice; but these powerful motives would have failed to impel Syajee to the hazards he had, even had he not been alarmed by the real or supposed machinations of his enemies."

The Governor therefore proposed a course "which would dispense with that vigilance which some deemed essential, but the absence of which would remove those causes of alarm, disgust, and discontent which called for a constant and degrading interference."

The abolition of the Residency at Baroda, and the transfer of communications with the Guicowar to an officer styled Political and Judicial Commissioner for Guzerat, with his head quarters at Ahmedabad, were therefore resolved on, and effected under the sanction of the Government of India in the course of the year.

On the 21st March 1831 the Earl of Clare succeeded Sir John Malcolm in the government of Bombay.

On the 19th April 1831, Government constituted a high Criminal Court of Justice in Kattywar, to be presided over by the Political Commissioner, for the trial of capital offences in cases where the chiefs were

too weak to inflict the needful penalties from fear of reprisals by their turbulent subjects. This act was based on the general rights of the paramount power, the precedent of occasional judicial acts by former governments, and the necessity of preserving the peace in the peninsula.

On the 16th February (1831) the Political Commissioner reported an abortive conspiracy at Baroda to dethrone Syajee. It was said that Syajee's relatives, and even some of his wives ("fearing lest his policy towards the British government should cause the downfall of the state") had plotted to seize his person and confine him, to visit with condign punishment Syajee's favourites and advisers, and, in case of his still refusing to adopt their policy, to proclaim his son Gunput Rao in his stead. The plot was discovered, and the conspirators arrested and the ringleaders were executed.

In the course of this year Wittul Rao Dewajee died.

CHAPTER XV.

LORD CLARE'S ARRANGEMENTS AT BARODA AND IN KATTYWAR.

A.D. 1830-32.

On the 21st October 1830 an important change took place in the position of the Guicowar subsidiary force. The troops in Guzerat were combined under the designation of "the Northern Division of the Army," and the 'Subsidiary' as a separate command was abolished.

The duties of the General Commanding the Northern Division, as regarded the Subsidiary, were confined to receiving the returns, and all arrangements connected with their efficiency and discipline; but no movement was to be made of any part of this force without the concurrence of the Resident or Political Commissioner, who was to retain the same power over it wherever stationed, as before.

In this year the practice of interchanging presents was also abolished.

On the establishment of the Political Commissionership, the Political Agencies at Pahlunpoor and the Mahee Kanta were abolished. The Political Agency in Kattywar was placed under the supervision of the Commissioner, and officers were placed in charge of

each of the three divisions of the Guicowar contingent.

The Earl of Clare assumed the government of Bombay on the 21st March 1831.

One of his first measures was the constitution of a Court of Criminal Justice in Kattywar; the causes and objects of this measure will be found detailed in the following letter :—

No. 549 of 1831.

Political Department.

To the Political Commissioner for Guzerat.

Bombay Castle, 19th April 1831.

Sir,—I am directed by the Right Honorable the Governor in Council to communicate to you the following observations and instructions as to the course to be pursued for administering the province of Kattywar, and for providing a mode of judicial procedure in the case of crimes committed by petty independent chiefs upon one another, or individuals too strong or influential to be punished by a chief.

2. On our first interference in 1807-8 Lieutenant Colonel Walker promulgated, by an address to the chiefs, the objects we had in view, and proclaimed that this was confined to the settlement of the regular payment of their tribute; that no encroachment on their landed rights or their independence was contemplated, and that the state of possession and power, as

it then existed, was to be guaranteed; and at the same time both the British and Guicowar governments concurred in the policy of abstaining from a spirit of aggrandizement, and from every encroachment on the rights or possessions of the chiefs.

3. On the faith of these assurances the chiefs entered into the measures suggested to them by agreeing to pay a fixed sum annually as hitherto, and also passed a security-bond to abstain from any violent attacks on each other; to afford compensation each for the acts of his own subjects for all injuries sustained by any chief or any of his subjects; to be responsible for criminals taking shelter within his possessions; and also for preventing banditti passing through their districts to plunder other territories.

4. We placed ourselves as the guarantee between the several states for the due fulfilment of the above conditions, and are therefore when appealed to bound to enforce them.

5. Had the chiefs of the several petty states been capable of fulfilling their obligations the embarrassments that are now experienced would not exist; for in the event supposed they would suffice to maintain the internal peace of the peninsula, and by their doing so we should have no difficulty in securing its general tranquillity and security; but some of the links which united the system being now withdrawn by the weakness of several of the chiefs, the means of our doing so is impaired to a degree that renders the attempts to punish banditti often fruitless and unavailing.

6. A remedy for this evil is a subject which has received the most serious consideration of His Lord-

ship in Council. The condition of at least two-thirds of the petty states disables them from punishing criminals, as such a proceeding would be immediately followed by barbarous acts of retaliation on the part of the criminal or his tribe, against which the chiefs are too weak to protect themselves. This occasions a great proportion of delinquents to escape; and it is in vain under present circumstances for many of these petty states to call upon each other to fulfil their obligations of faith to preserve the public peace when it is clear their doing so would in many cases subject their territories to plunder in a degree that would incapacitate them from paying their tribute. On the other hand to take advantage of their weakness for assuming possession of their estates, on the grounds that they have forfeited them by being incapable to perform the duties incumbent on them, would be adverse to the spirit of our guarantee; while to render the weak among them in such cases dependent on a chief who had power sufficient to aid them in fulfilling their obligations to the British government would be subversive of their independence; nevertheless one or other of these measures must be sooner or later adopted; or in virtue of our paramount control we must exercise a general criminal jurisdiction throughout the territories of these states, or in all cases where it is indispensable to do so, either from the weakness or incompetency of its native chiefs, to exercise that authority in a manner that will ensure the public peace.

7. The necessity of our exercising criminal jurisdiction in the cases alluded to arises out of the pecu-

liarity of our relations with these states, the obligation of our guarantee engagements, and the urgency of the occasions. It is also a power which was exercised by our predecessors as lords paramount whenever the preservation of the public peace demanded it.

8. It appears on distinct evidence that in various cases preceding governments often summoned and punished the subjects of petty chiefs in Kattywar when it became a measure of policy to do so without calling upon the chief for that purpose; and in all these cases, the criminals when brought before the subah, as representative of the paramount sovereign, were examined and punished, if guilty, by his own servants or officers, by which means many of those petty feuds which have their origin in a spirit of revenge and retaliation were avoided.

9. Alluding to the undefined nature of the power exercised by our predecessors in Kattywar, the Honorable the Court of Directors stated in their letter in the Political Department, under date the 15th September 1824, paragraph 72:—

"In your 49th paragraph Colonel Walker's opinion that the chiefs were otherwise independent, though paying a forced tribute, is questioned, and an inquiry is intimated into the general rights of the British and Guicowar governments over the chiefs of Kattywar. It can scarcely be doubted, however, that the rights of the Mahratta governments were whatever they found it convenient to claim and had power to enforce. The right of preserving the peace of the country (which you assumed in paragraph 48) appears here to be questionable, and is made to rest on questionable

precedents. If Colonel Walker acted on a supposed right, he did not thereby make it a real one. But it is at least doubtful if the Mahratta governments in point of fact ever claimed more than tribute. There is no evidence that they ever interfered to maintain the peace of the country, or that they ever sequestered talooks for arrears of tribute. The proposed inquiry must therefore necessarily resolve itself into this, whether we have derived from them the right of doing the precise things which they did and nothing more, or the right of directing the same general power to different specific objects according to the difference of our policy."

10. The paramount control over these countries must, the Right Honorable the Governor in Council conceives, carry with it a power sufficient to fulfil the guarantees, and to maintain the general peace of the peninsula of Kattywar; and it appears quite evident that we can only do so by acting in those instances as our predecessors did. Their interference to punish outrages committed by outlaws and insurgents, which the injured parties had not power to do, formed a part of the existing usages of the country that we guaranteed, and to adopt another course appears contrary to the letter and spirit of our engagements.

11. While a regard to our public faith recommends to us the following steps of our predecessors, there are undoubtedly considerations arising out of a strict construction of these tenures which must render our exercise of such a power by no means free from objection.

12. These considerations probably did not occur when our guarantee was pledged, and the chiefs concurred in our arrangements under an expectation, without doubt, that we should act in the same manner as their former superiors had done; besides they were at that period used to the rule of native princes, and in their ignorance never could have anticipated that they were entering into engagements which would subject them to forfeiture of their lands, to which they are now liable for the non-performance of engagements which, from the actual condition of their power, they may be and many of them are unable to perform. Of this His Lordship in Council is convinced that if we do not interpose our authority more than we have hitherto done to terminate the recurring outrages against the public peace, this country will either remain infested as at present by plunderers, or chief by chief will fall into the vortex of our ordinary rule—an event much to be deprecated as it will in every view, financial and political, be attended with evils: the system in its commencement will inspire alarm, and we shall have impressions of our meditated encroachments spread along the whole of our western frontier, where, from the nature of the soil and the population, it is most essential we should be regarded as protectors and supporters of chiefs, who enjoy their power from, perhaps, an older line of ancestry than any in India.

13. There is no escape from such a consequence that His Lordship in Council can contemplate, unless we either abandon Kattywar to anarchy, or introduce a special authority suited to our obligations, to the

actual condition of the country, and to the usages and character of its inhabitants.

14. The Right Honorable the Governor in Council has therefore resolved to authorize the direct interference of the British government in the administration of criminal justice in Kattywar, and is accordingly pleased to direct that you visit Kattywar twice annually, when all criminals who may have been guilty of capital crimes, such as robbery and murder in the territories of those petty states in which the chiefs may be too weak to punish them, will be tried and acquitted or sentenced by a court in which you are to preside, aided by the Political Agent, who has been placed under your general authority, and three or four chiefs as assessors, submittng for the confirmation of Government all such sentences as may be capital.

15. The late Governor (Sir John Malcolm) when in Kattywar had much communication upon the subject of a trial of this description with the Acting Political Agent (Mr. Blane) and with natives the most conversant in the habits and actual situation of that country, and found all of the same opinion upon this point, which they deemed quite essential to the preservation of peace and order, and agreed with him that without some such arrangements we could not fulfil our guarantee of preserving the peace of the country, or promote its general improvement. It would no doubt add greatly to our influence and power, but that is desirable as long as it does not supersede the authority of the princes and chiefs of Kattywar in their internal administration.

16. In submitting to you the above observations, the Right Honorable the Governor in Council requests that you will favor him at an early period with a report specifying the details of the system, the introduction of which is now sanctioned, and the effects of its operation as regards the feelings of the chieftains, and the state of crime in the peninsula.

Towards the end of the year 1831, the Governor passed several days at Baroda, *en route* to Ajmere, to meet the Governor General (Lord W. Bentinck). The following Minutes, dated 3rd December 1831 and 18th January 1832, describe the impressions with which Lord Clare proceeded to the negociation with Syajee Rao which followed.

MINUTE, *dated 3rd December* 1831, *by the* EARL OF CLARE.

The Board is aware that, in consequence of an urgent request made by His Highness the Guicowar, I consented to make a visit to his capital on my way to Ajmeer, and I accordingly remained at Baroda six days, during which time I had three public and as many private interviews with His Highness, and though, as might be expected, nothing definitive or conclusive was done at them, still, upon the whole, they were satisfactory, and I should hope may prove a prelude to a better understanding between the two governments.

My chief object in passing (necessarily hastily) through Baroda, was to hear in person what His Highness had to say and to propose in regard to those questions which have led to the sequestration of his territories; and I conceive I acted in the spirit of the instructions lately received from the Honorable Court, to try and re-establish an amicable understanding with the Guicowar, by meeting and treating that prince with the utmost distinction and consideration. I accordingly exchanged presents with him, paid him and received from him visits of ceremony, and did all in my power to show him and his subjects, that though the British government had been driven to harsh measures towards him, I was actuated by a friendly feeling for a native state (the only one be it always remembered of the Mahratta powers which has on the most trying occasions been invariably steady in its alliance with the Honorable Company). I had besides another object in view. I wished under any circumstances to effect a personal reconciliation between the heads of the two governments, for though I cannot pretend to know anything of native courts, I am quite sure mankind is mankind from China to Peru, actuated by the same or nearly the same feelings, passions, and prejudices, and that it would be quite useless to attempt to begin a negotiation (supposing a favourable opportunity for negotiation to arrive during the time of my filling my present situation) without, from the first interview I had with the Guicowar, showing a disposition on my part to treat him with the utmost attention and respect, and to listen patiently to all he had to say.

The Board is aware that two sequestrations have taken place, one on account of the debt due to certain bankers for the payment of which we are guarantee, and one to secure the regular payment of the contingent of 3,000 horse.

In respect to the first sequestration, His Highness spoke a good deal about his adherence to his obligations, and the hardship of our interference, which, however, he distinctly acknowledged our right to exercise had he broken faith with his creditors; so much had already passed between the Government, Syajee, and the Resident on this question, I thought it unnecessary to enter into it, further than to tell His Highness in a general way that, had the obligations been maintained on his part, Government would not have taken the measures he alluded to.

On this topic His Highness spoke with considerable warmth, dwelt particularly on the loss he sustained from the sequestration, which increased every day, and expressed his readiness to pay whatever balance was due to the bankers. I told him that the first thing to be done was the preparation of the accounts of the sequestration, and as he affirmed that none had been rendered him, I assured him I should make inquiries at, Ahmedabad, and take care that they were sent to him while I should be prepared to attend to any observations he had to offer upon them. Till then, however, I told him I could not inform him further of my views about the payment of the loan, which he must know, involved a great and long agitated question, which required and should receive, the fullest consideration from me.

The Guicowar at one of our interviews complained loudly of the way in which certain individuals, who have our personal guarantee had abused it, and treated him, making use of the British name to annoy and vex their sovereign, and he asked me what, under such circumstances, I would have him do. I told His Highness it was quite impossible for me to explain to him generally what line of conduct I would have him pursue, but that he might rest assured I would do all in my power to uphold his authority over his own subjects; but that, unless I knew the circumstances of each particular case, I could not give him any decided opinion. He then alluded to the case of the pretender Govind Rao, who, having got together a band of mercenaries from a house close to the late British Residency, had for months set his authority at defiance in his own capital. I told him I regretted the circumstance as much as he did; that the conduct of Govind Rao could not be justified, and that Sir John Malcolm on his arrival at Baroda in 1830 had at once sent away the pretender Govind Rao, and had restored the tranquillity of the capital. The Guicowar then said to me, "Has not Govind Rao from his misconduct now forfeited your guarantee?" To this I replied that, until I inquired further into the circumstances of the case from Mr. Williams, I could give no decided answer.

His Highness complained much of the contingent being taken out of his hands, saying, it had been kept up by him as regularly in respect to pay and equipment as had been usual in former times. If it was so inefficient as it had been represented to be, "how happened it," said His Highness, "that it invariably

merited the approbation of the former Residents, Colonel Walker and Major Carnac;" and as an evidence of its efficiency and fidelity to the British government, he appealed to the services it had performed in the field when it co-operated with our troops in Kattywar, Malwa, and other occasions. During our interview His Highness usually spoke in a cool and easy way, but when the contingent was alluded to, which he called his "Fouz" or army, his countenance became animated, and the tone of his voice loud and earnest. He dwelt upon the heavy expense which the present arrangement entailed upon him, and he begged me to remember that, in addition to the troops we had employed, he had to secure a provision for the numbers who formerly belonged to this force, but had lately taken their discharge, or, as he expressed it, been driven by violence from its ranks. The number who adhered to him were, he said, very considerable, and he solicited me to ask them if they had not been always satisfied with his conduct towards them. In conclusion, His Highness observed that, if we were not satisfied with the manner in which he had kept up the contingent, he was prepared to adopt some other plan, and would, if we wished it, pay them regularly every month.

Syajee continually referred to the treaty, contending he had not violated it, and complaining of the hardship of treating him as if he had done so. I gave him the same general kind of answer to his questions regarding the loan, as I did those that related to the horse, telling him that I had come to Baroda merely at his request, and that I could not enter minutely into questions that would require so much

time to discuss during so short a visit; but he might rest assured that I was determined to hear everything he had to say, to inquire fully into his representations, and to see that the terms of the treaty were fulfilled by the British government. He would fain have had more specific answers, but appeared very well satisfied with what I said; manifested a good humour, which, from all I can learn, he is too often a stranger to, and expressed himself much pleased with the manner in which I received him, which I, of course, desired to be as kind and conciliatory as possible.

In proof of his good feeling, I may mention an occurrence which happened the day but one before I left Baroda, which afforded me a good deal of pleasure. I allude to the release of Jhan Mahomed, jemedar, one of the principal officers of the contingent, and a sirdar of rank, who had been placed in confinement by Syajee (as I think has been reported to Government by Mr. Williams), during a visit to his friends at Baroda. Jhan Mahomed had resorted in vain to every means of obtaining his liberty, and had even induced the Political Commissioner's representative (Captain Iredell) to intercede with His Highness in his behalf. The jemedar made daily representations to me, which I steadily refused to listen to (conceiving that I ought not to interfere between the Guicowar and his subjects), when I ascertained that His Highness, thinking that his release would be agreeable to me, had, of his own accord, removed the guard placed over the jemedar's house, and I instructed Lieutenant Colonel Burford to use his best endeavours to induce His Highness to allow him to return to the contingent.

I circulate with this Minute a translation of the memorandum which the Guicowar sent to me on the day of my arrival at Baroda.

(Signed) CLARE.
„ J. ROMER.
„ W. NEWNHAM.
„ J. SUTHERLAND.

Camp Mahnoodabad, 3rd December 1831.

MINUTE, *dated 18th January* 1832.

As on my return to Baroda the Guicowar will certainly require a definitive answer from me to his offer to pay the bankers and to have his districts restored to him, I am anxious to learn the sentiments of my colleagues on the subject before my next interview with His Highness.

It is unnecessary for me to state how very desirable it is to restore a good understanding with the Guicowar, for, independent of the unfavourable impression against us, which our apparently harsh measures have made on the minds of every native, I am afraid that no party has been or is ever likely to be benefited by them.

When the first sequestration was made in March 1828, it was calculated that in five years the debt would be liquidated. It now appears by Mr. Williams' calculations that we have no hope of paying it off for five

years more, and I confess, judging from past experience, I have little hope, under the present system, of its being paid off so soon.

In the mean time nothing can be more disadvantageous to the British government, to the Guicowar, and the population of the districts, than the present state of affairs; as the country *de jure* belongs to the Guicowar, but is *de facto* ours, it is difficult to say under what code of laws it is governed. Its lawful sovereign having protested against the sequestration, will not, perhaps cannot, interfere to punish criminals living within the districts which have been taken from him; and, according to our Regulations, it does not appear to me that they are amenable to our courts, so that there is, I may almost say, a general immunity of crime throughout them, generating as a necessary consequence an unbounded licence, which, unless speedily checked, will eventually demoralize the whole population, and the contagion of it will infallibly extend into the Company's territory.

In addition to this enormous evil, the inhabitants do not know to whom they belong—whether they are the subjects of the British government or of the Guicowar,—and one of them said very truly not long since to an officer in our service, "we have a tank on one side of us, and a well on the other, and we are sure to fall into one or the other." This gives a very good description of their actual condition, and of the state of uncertainty in which they are placed; but it is one from which I hope, for the sake of the welfare of this fine country, they will be soon relieved.

Very many, indeed, I believe I may say the majority, of the inhabitants would be very glad to learn that we had permanently taken possession of the districts; for our rule and our system are in Guzerat incomparably better than any, even the best native rule in India; but as there is no intention whatever, and never was, of adding to our territory one beegah belonging to the Guicowar, the sooner we can restore the sequestrated districts (British faith to every individual being kept inviolate), the better it will be for the British name and for the whole of Guzerat.

When I was at Ahmedabad, the Political Commissioner brought to me by my desire the principal shroffs, and I put the question to them whether it would not be much more for their advantage to receive their money from the Guicowar, to be reconciled to their sovereign, and to return to their native city, Baroda, than to remain in their present situation at variance with the Guicowar, until we had been enabled to pay the amount due. They all admitted the pecuniary loss they sustained living away from Baroda, and that they would be very glad to receive their money and to return there, provided they could be secured against ill-treatment from His Highness. I informed them that, at all events after they had been paid by the British government or by the Guicowar, no one who had not a personal bhandaree would have any claim on us; but I assured them all (though without making any engagement) I would at all times, now and hereafter, use my good offices with the Guicowar to treat them all with the utmost consideration: besides, I remarked to them, His Highness was an able

and politic prince, and knew very well it was not his interest to alienate some of his wealthiest subjects, whose presence at Baroda would be of such benefit to the capital. The interview was a very satisfactory one. My object was not to bind the bankers on a sudden to any specific engagement; that would, I conceive, have been unwise and unfair on my part; but I was anxious to learn from a personal conference with them what was their real disposition on the subject, and I am happy to say they appeared to me to be not only not disinclined to receive their money whenever it shall be offered to them, but that they are convinced whenever a satisfactory settlement can be made, they must be in a better situation than they are in now at Ahmedabad. Mr. Williams told me that the manager of one of the great firms, that of Hurry Bucktee, told him they were ruined living away from Baroda, where they had private claims on individuals amounting to, I think he said, near twenty or thirty lacs of Rupees, not one pice of which could they now recover. I am anxious to call the attention of the Board to the feelings and wishes of the bankers, as certainly, from what I had heard, I believed before I saw them they would not willingly receive their money, even if it were offered to them. My next step was to call on the Political Commissioner for a copy of the agreement with the bankers, in order that I might ascertain whether there was anything in it which made it imperative on the British government not to pay them before a certain time.

I have accordingly read again and again the engagements with attention, and it is my opinion there is no stipulation whatever in it which can be construed into

an agreement that the money shall not be paid off till seven years from November 1826. The paper enclosure (B., No. 2) states that the sum borrowed shall be paid year by year, so that in the said seven years the loan and interest thereon may be liquidated; but not one word is said that the whole shall not be liquidated before the expiration of seven years. There is a clear engagement that the money shall be repaid within seven years, and we are bound to see that engagement fulfilled; but surely, if it had been intended that the debt should only be paid off by annual instalments, as is always usual in such cases, it would have been so specified. But that no such stipulation was even contemplated, is I think quite evident from Mr. Elphinstone's letter dated September 8th, 1827, the year after the money was borrowed, in which (I circulated the copy of the letter and the translated copy) he states, addressing the Guicowar:—"But the way to abolish all chance of interference will be at once to pay off the debt." I think therefore, even supposing any objection to be started by the bankers, I have a right to say to them, "No, I do not see it written in your bond," and in the course of their conference with me they never alluded to such a stipulation.

It seems to me therefore, from the best consideration that I have been enabled to give the subject, the question (supposing the Guicowar ready to pay the money, which he says he is) resolved itself purely into a question of account, and I have now to consider what are the demands we have against him.

According to Mr. Williams' statement of the debt originally guaranteed, there will be up to 1831-32, that

is, to the end of the fourth year since the fresh sequestration, a balance due to the bankers amounting to Rs. 32,25,109-0-3. The accounts of the two first years are before the Board. Why the accounts of the third year have not been long since furnished I cannot say. Be this however as it may, I have desired the Political Commissioner to send them in without delay, and to furnish a copy to the Guicowar for his information, explaining to His Highness the causes of the large deduction from the receipts, and showing the actual cost of management, of which he complains so much, and, I fear, so justly; and to accompany the whole with an estimate of the total amount of debt which he (Mr. Williams) expects will be liquidated up to March next; and I have desired that a duplicate of the account sent to the Guicowar may also be sent to me.

I do not anticipate any objection on the part of His Highness to the amount of the original guaranteed debt. That, I understand he has always admitted; but I must be prepared for many objections to the expenses incurred, and, as the sequestration of his territory was forced on the British government by the non-fulfilment of his engagements, I do not conceive the Guicowar has any right to say it would have produced more had it been left with him; for, as we did not wish to occupy it, so, under the circumstances of the sequestration, we have, perhaps, made as much of it as the uncertain nature of our rule permitted us to make. There are, however, certain other claims of a different nature, some guaranteed and some unguaranteed, which must be settled.

In the first place, I am of opinion that all unguaranteed claims must be struck out of the account, as we are not called upon to insist on their payment.

There are five principal heads of charge against the Guicowar, which, as far as I can learn, were not taken into calculation at the time of the first sequestration, besides some others of minor importance, all of which must be settled before the districts sequestered can be restored, for it is my opinion that if possible we should not leave any one cause for dispute or discussion hereafter, in order that having once got rid of all bhandaree engagements, we should never again be driven to take possession of another beegah of the Guicowar's dominions.

The first and heaviest item is the claim of the firm of Hurry Bhucktee for old arrears, amounting to upwards of 40 lacs, but which Mr. Williams calculates may be reduced to one half. Upon reading some of the papers, it seems to me very extraordinary that when Mr. Elphinstone, in the year 1820, raised the three loans to free the Guicowar's government from its embarrassment, this claim was not then made. It appears to have been purposely kept back by an understanding between the Guicowar and the firm; and upon looking closely into the nature of our bhandarees, it appears to me that, according to the terms of it, we are merely bound, as Mr. Williams expresses it, to see "that all old demands shall be fairly adjusted." All then that we are pledged to do is to see a fair settlement of the claim. I think therefore it will be sufficient that I should insist on His Highness submitting the adjustment of his claim to a punchayet of the

respectable bankers at Baroda, and that both parties should bind themselves to abide by their award, or to such other mode of settlement as may be agreed on by both parties.

The next item of charge is the claim of Bulwunt Rao Guicowar, which we are also pledged to see adjusted, and I propose to pursue the same course respecting this demand on the Guicowar, amounting to upwards of 10 lacs of Rupees.

The third item is the claim made by the farmers of the septennial leases for losses, amounting, according to Mr. Williams' letter, 9th December 1831, to upwards of twenty lacs, under two different heads. As we guaranteed the leases, and afterwards made the farmers give them up, we are bound to see that they shall not lose by their bargain ; but they must prove what they have really lost, and agree to abide by the award of a punchayet, or by some other fair mode of determining the amount of their loss.

The fourth item is a charge for expenses incurred in taking possession of the sequestered districts. I will not here stop to inquire whether there was any necessity for assembling a large military force for that purpose, when there was no appearance of resistance. As a measure of precaution it was probably justified, and the charge unfortunately is very considerable, amounting to upwards of five lacs of rupees by Mr. Williams' account, to which must be added, I believe, a large sum for expenses incurred since that account was made up, and here arises a question which I find some difficulty in deciding.

I do not think the Guicowar should be allowed to object to the charge incurred for taking Military possession of his territory, nor, perhaps, to the expense of keeping our troops in it for a year subsequent to the sequestration; but I have considerable doubts whether we have any right to make the Guicowar pay any further expense on the head for batta to the troops, or other charges incurred, beyond probably the salary given to the two British officers commanding the sequestered districts north and south of Baroda, whose presence may be required, considering the anomalous character of our rule over them, for maintaining the peace of the country.

I confess I have strong doubts whether we can fairly make the Guicowar pay any part of the expense of our regular troops, employed in his districts beyond the time, when it was quite manifest there was no intention on the part of His Highness to resist our occupation of them; and if I allow a year since March 1828, I think I may state with confidence that from March 1829 our troops could not have been required in those districts for any other purposes than were required of them previous to the first sequestration, and that being the case, on what plea can we charge the Guicowar with the cost of keeping them there?

By treaty the Guicowar ceded to us territory for the payment of a subsidiary force; by treaty we bound him to maintain, in a state of efficiency, 3,000 horse, to act when required with the subsidiary force; and having taken the contingent horse from him, I conceive we are bound to keep the country in a state of tranquillity without any further demand of a military

nature on the Guicowar, unless it can be proved he has attempted to resist our measures.

I shall be extremely glad to learn the sentiments of my colleagues on this and on every other question connected with the several points to which I have directed their attention, for the charge of the troops ever since March 1829 must be considerable, and if it can be fairly charged from that time to the day when we shall restore his districts to the Guicowar, the demand must undoubtedly be insisted on; but if, on the other hand, it shall appear that the charge from that time is not a necessary consequence of the sequestration, the British name requires that no part of it shall be borne by the Guicowar, and in considering this part of the question, I must call the attention of my colleagues to this fact, that we have had near 400 of the contingent horse doing duty at Kaira and Ahmedabad at the Guicowar's expense, and had they been employed under the two British officers in command of the districts north and south of Baroda, I have strong doubts whether any necessity would have existed for keeping out, at all events, so great a number of our regular troops. Can we, therefore, acting on principles of good faith, make the Guicowar pay his own horse for doing duty in our districts, and also charge him with the expenses of our regular troops employed in his sequestered territory?

The fifth item of charge is a nemnook of about Rs. 60,000 per annum, besides a pagah of 110 horse, guaranteed by Sir John Malcolm in February 1830, to the late Vittul Rao Dewajee and his adopted son.

I beg to call the particular attention of the Board to this charge. It appears that Mr. Elphinstone, so late

as September 1827, informed the Guicowar by letter that he might reduce Vittul Rao's salary, as it did not concern the British government, and at a time when our relations with the Guicowar government were on a far more friendly footing than they were in 1830 when his successor granted it.

I do not think the services and good conduct of the late Vittul Rao bear at all upon the question of our right of forcing the Guicowar to give him and his family such an enormous income. Being the stronger power, we can undoubtedly oblige the Guicowar to obey our orders; but, unless might can be called right, I cannot understand how we can with justice force him to pay the nemnook to this family. I shall certainly do my best to induce the Guicowar to give his consent, but as he has invariably called Vittul Rao a traitor, I believe he would rather do anything than sanction the grant which was made to him without his concurrence, and in the event of his refusal, are we, with the strong arm of power, to force him to acquiesce in it? or is the account of the nemnook with the pagah of horse, little less than a lac of rupees annually, to be charged to the British government? I consider this question to be one of the most embarrassing which government has to decide; and I am astonished that my predecessor could have involved us in such an engagement to the adopted son and family of the late Vittul Rao; for, even supposing his services to the Guicowar government were ten times greater than Sir John Malcolm has stated them to be, why was the British government called upon to reward those services by guaranteeing such an income for ever to his adopted

son and his heirs? I wish to see the reasons (if any) on record which induced Sir John Malcolm to commit the British government. If I am to argue the question on the broad principle of justice, I am bound to say that Sir John Malcolm having committed the British government, the British faith must be kept inviolate; but that if the Guicowar refuses his consent, we cannot force him to comply, and the amount must be a charge against us, and referred for final decision to the Honorable Court. The letter above alluded to from Mr. Elphinstone was sent to me by the Guicowar. I shall ask to see the original when I go to Baroda, and I have sent to the office of the Persian Secretary in Bombay for a copy of it, if it shall prove to be genuine.

The other claims against the Guicowar are of a less important nature, and may, I imagine, be settled without any difficulty.

I have stated fully to the Board all that occurs to me on this part of the subject, and I will now proceed to state the course which I propose to pursue when I go to Baroda.

Assuming that the Guicowar is ready to pay the demands we have against him, and that there is no objection to discharge them at once, I propose to accept his offer, and to give him back his districts whenever he shall have satisfied the claims, the payment of which we have guaranteed; and I shall think myself fairly entitled to call upon His Highness to give a general indemnity for the past to the bankers and others who, since the misunderstanding arose between the two governments, have remained with us, and I shall put before the Guicowar in the

strongest light the wise policy (as the basis of a good understanding) of drawing a veil over the past, and that the welfare and prosperity of his fine country, and the happiness of his subjects, require that there should be on all sides a general and cordial reconciliation.

It is impossible for me to say whether I shall be enabled to do even any thing towards the attainment of this most desirable object; but, at all events, I think our good name in the country requires that we should endeavour to, if possible, bear those persons harmless who have preferred our service to that of the Guicowar, whether they have or have not a personal bhandery from us.

The next subject to which I beg to call the attention of the Board, and on which I am anxious to learn the sentiments of my colleagues, is the very embarrassing question of the second sequestration of the Guicowar's districts in March 1830,—a proceeding which, in the letter from the Honorable Court, dated the 4th September 1831, is thus described: "A sequestration continued from year to year is practically a forcible appropriation of the sequestered districts in the most disadvantageous manner, for it must keep alive a feeling of irritation in the Guicowar government, and at the same time affords no means of giving a stable administration to the people."

In these sentiments of the Honorable Court I fully concur, and my late tour through the sequestered districts has quite convinced me that they were dictated by sound policy and a thorough knowledge of all the mischief of the measure so justly condemned at home

in the 6th paragraph of the despatch quoted above. It is, however, very easy to see and to lament the evil, but it by no means follows it is so easy to escape from it.

By a treaty, dated the 6th November 1817, the Guicowar is bound to maintain 3,000 horse in an efficient state and fit for service, and if he does so, by treaty we cannot keep forcible possession of his territory. Now the question arises, as the stipulations of that treaty it is alleged have never been observed by His Highness (and of this fact, I believe, there is abundant proof), how are we to act to enforce a due observance of it in future?

If we keep possession of certain districts to cover the expense of the contingent horse, we shall entail upon the country all the evils so well and forcibly described in the paragraph I have quoted from the letter of the Honorable Court; and if, on the other hand, depending on the Guicowar's word, we give up his districts, I am afraid the experience of the past tells us, in the words of my predecessor in his note on the subject to the Guicowar, "that promises made and broken so often regarding this contingent can no longer meet attention," and that we have no reasonable expectation of seeing this force in an efficient state of the payment and formation, if it is left altogether to His Highness.

I assume, therefore, that the former infraction of the treaty by the Guicowar gives us, according to the stipulations of the treaty, a clear right to take effectual measure to secure the regular performance of it in future, before we consent to give back the sequestered districts.

It is my intention, in the first place, in obedience to the orders of the Court, to try and induce the Guicowar to cede territory for the payment of 2,000 horse, and thus relieve His Highness from one-third of the expense he ought to incur. This will be beyond a doubt the most desirable settlement of the question for both governments; but I confess I have little expectation of inducing the Guicowar to consent to it. He considers the contingent as his army, and, independent of the reluctance all natives feel to cede territory, his pride will probably prevent him from abandoning all control over two-thirds of his armed force, even though he will have the undivided command of the remaining third without any interference from us. As, however, the boon offered is a very great one, and as, in addition to it, we propose to effect a saving to the Guicowar from the 720 Molikguerry horse, for Kattywar, Rewakanta and Mahikanta of 265 horse, possibly his love of money, and his extreme anxiety to get back his districts, may induce the Guicowar to accept the terms offered to him, and in this event we must consider what districts we shall require His Highness to cede in addition to his share of the Kattywar tributes, which, according to the orders of the Honorable Court, are, in the first place to be taken. On this subject I will consult the Political Commissioner, and report what he says to the Board.

If the Guicowar shall prove obstinate, and shall refuse to cede any portion of his territory, we must, I think, require him to give the security of some substantial bankers at Baroda for the regular monthly

payment and equipment of the horse according to the treaty, and certain regulations must be issued which the Guicowar must bind himself to observe to secure the future efficiency of the contingent. To the subject of the contingent and to the way in which it is raised, I propose shortly calling the attention of the Board, and stating to them how I consider it may be made a more efficient force than it is at present or than it ever will be, if the present system shall be continued.

I have stated at, I fear, great length my views and opinions on the various topics connected with our present relation with the Guicowar, and I trust to have the advantage of the advice and experience of my colleagues before I shall begin the discussion with His Highness. I cannot hope to settle in a moment such a complicated question, nor am I at all sure that I shall find His Highness inclined to listen to reason when I begin to enter into a detailed statement of the whole question in dispute between the two governments. It is not my intention to attempt to do anything in a hurry, or if the Guicowar refuses my proposal, to give up the business without again and again attempting to bring matters to a favourable conclusion, by putting everything before him in the fairest and most conciliatory manner; but as I cannot pretend to know how an obstinate and possibly misguided native prince should be managed, I confess I shall begin the negotiation with very great doubts of being enabled to bring it to a favourable conclusion; but, in obedience to the orders I have received to attempt to restore an amicable understanding between the two governments, I will

certainly make the attempt, being quite convinced that although the severe measures to which my predecessor was driven were probably at the time absolutely necessary, they have entailed the most disastrous consequences on this fine country, from which it is our duty to relieve it with the least possible delay.

CLARE.

Camp Ajmeer, 18th January 1832.

MINUTE by the Honorable Mr. SUTHERLAND.

Consultation, 2nd May, No. 1403.

Bombay, 6th February 1832.

The subject of the Right Honorable President's Minute, of the 18th ultimo, from Ajmeer, on the affairs of the Baroda state, is of the utmost importance, and is to me the most serious that can engage the attention of this Government. The lamentable embarrassment into which the two Governments have fallen is disadvantageous to the character of each, and, moreover, involves the happiness of the population of extensive districts. I am quite aware that this unfortunate state of things entirely proceeded from the perverse disposition of a prince, who with his family, owes everything to the British government; gratitude and honour appear to be unknown to him, and it is now only, after having felt the full force of the chastisement which circumstances led us to inflict on him, and which set almost to his resources and power, that he is found

repentant, and, so far as present professions are to be relied on, would retrace his steps.

The tone of the Guicowar's mind, which has hitherto resisted all endeavours to bring him to reason, must now be chastised, and induce him to bend to propositions calculated to restore to him his country and benefit himself and his people. I am therefore sanguine of the success of His Lordship, in the accomplishment of the object he has in view; for, as no period could be better fitted than the present, there could be no authority better calculated to undertake the unravelment of such confusion as his Lordship. I hail therefore with great satisfaction the opportunity that has enabled the Guicowar to invite His Lordship to a personal interview at his capital, and consider His Lordship's call to Ajmeer to be most fortunate, if unattended with any other public advantage, than overcoming difficulties, to a fair settlement of differences that have accumulated for years past.

It will be unnecessary for me to look further into the subject at this time, than to state my opinion on the several points referred to us; I shall therefore confine myself to so doing.

It appears to me undeniable that years must elapse before hope can be held out of extricating the two governments by a maintenance of the present arrangement, and on every account it will be better for all concerned, to adjust differences, and restore the country under sequestration as soon as possible on the principles laid down by His Lordship.

As the arrangement was for the benefit of the Guicowar, to which the bankers merely lent their assist-

ance as money-lenders, I do not apprehend that British faith would be compromised by repaying to them the full amount of what may be due to them before the period on which the septennial leases would have expired, particularly as already three leases have given way to a different arrangement, so that part of the engagement having been broken, there can be no reason for considering so much as remains to be dependent on the terms of the leases in regard to time. I consider what remains to be purely a matter of money dealing, wherein there was no specific stipulation that the several sums should not be repaid at any previous period when funds became available for this purpose. If the leases were infringed on any principle, it was that the British government should see the bankers paid within the term named in them. This only they would have a right to demand on the expiration of the seven years, and as it is clear that what the leases under all circumstances were not calculated to effect, the present arrangement is far less able to do, so that on the expiration of seven years, the payment of the balance of debt would necessarily fall on the British government as guarantee; it is therefore fair and just, without involving our faith in any way, that we should make the best of the arrangements we can to save us from this.

No time could be better than the present for the bankers to make concessions favourable to the Guicowar's views. If even they could stand upon this ground, their future interests would necessarily be benefited by so doing, particularly as the personal influence of the Governor in their behalf would be of great import-

ance in settling their right with the Guicowar; and if ever they imagined that they possessed the right to have the debts paid in regard to time, under the terms of the leases, they must have felt the good policy of refraining from this when friendly negotiations were on foot, with a view to annihilate the embarrassment between the states. Their declaration therefore to the Governor at Ahmedabad must allay all doubts on this head.

I concur generally in the view taken by His Lordship on the several items of account. The fourth however should, I think, include every charge that we have been at, save on account of troops that composed any portion of the Baroda subsidiary force, because additional charge on their account would be a double charge, for the Guicowar, by cession of territory, already pays for the maintenance of this force in a state of equipment for service on the highest scale. It is true the prince of the country by his acts occasioned these measures, and put us to expenses more than ordinary, but as we are paid for extraordinary expenses, we ought to put up with the loss occasioned to us, in like manner, as if the subsidiary force was turned against a foreign enemy of the Guicowar.

Mr. Newnham has put in a statement showing an excess, for the past five years, in favour of our management of the cessions made to us to support the subsidiary force. On this I have to remark that I doubt whether all charges of management are brought to bear; the cessions now form a part of our empire, and being incorporated with it, it is obvious that a correct view could not be taken of this without vast trouble. It is

not military charges within the range of the subsidiary force and local civil charges alone that should be introduced into such a statement, for these are not the only charges, a proportion of the expense of military, judicial, and revenue establishments that control these cessions should form a part, and if I am correct in this, instead of the large balance exhibited in favour, such a statement would show a very different result.

It is, however, sufficient for the remarks I have already made, without going into detail, that we are by treaty bound to maintain the subsidiary force of certain efficiency to be ready to act on all occasions without further call on the Guicowar, and as the treaties between us are still in force, nothing more can be now claimed as a military charge beyond such part of our ordinary force as may have been employed in the sequestration, which should be repaid.

The fifth charge is one in which I conceive much delicacy should be exercised, and we, as it appears to me, are placed in an awkward predicament. If Vittul Rao had lived until now, we should, under the guarantee in his favour, have to see him established in what he previously held, but not in the last augmentation, as it was not acknowledged by the Guicowar. This conclusion I came to, from the fact being established that he is of the family of Rowjee Appa, to whom and his relations the Honorable Company's guarantee was extended by a formal instrument of June 1809, and noticed in the 10th article of the agreement between the Guicowar and the Governor of Bombay, of the month following, and this right was formally admitted

by Government in 1829, as will appear from the copies of papers annexed to this minute.

Thus far there would probably be little difficulty in leading the Guicowar to confirm his former acts in favour of Vittul Rao, but the whole aspect of this affair is changed by the death of Vittul Rao, leaving an adopted son whom the late government has formally recognised as the heir of his adopted father, and renewed in his favour as complete a guarantee as ever his father could have enjoyed.

The awkwardness of our position proceeds from the light in which the Guicowar may be led to view this act of the British government, to which he was no party. If a simple adoption under the law is binding on the Guicowar, there will be no difficulty in my view of the case; but if, on the contrary, as we know to exist in the Deccan, the previous consent of the Guicowar was necessary to validate the solemn act of adoption, and to establish the adopted as the heir of Vittul Rao, we shall be at the mercy of the Guicowar; for if he declines to recognise the act, it will devolve on the British government, in support of its guarantee to the adopted son, to maintain him in rights equal to what his father would have enjoyed, and at our own expense.

The untoward circumstances in which Vittul Rao was placed should, however, be allowed great weight, for it is to be presumed, had he been on terms with his prince, the adoption would have taken place as a matter of course. On this ground therefore the British government might insist on the recognition of the adoption, so far as usage of the Guicowar state may admit, and the difficulty may thus be conquered, but if the adop-

tion is not according to prevailing rules, and the Guicowar cannot be brought to terms, I do not see that we can force him.

Indeed, it appears that we are bound by every tie of good feeling and honour to see that the adopted son does not suffer.

All other points, as well as what relates to the second sequestration, have my full concurrence, and I subscribe to the views taken of them by the Governor. I have only now to express my fervent hope that His Lordship will meet with success in the arduous undertaking he has before him, being fully persuaded that the matter is in hands from which the very best results may be confidently anticipated.

(Signed) J. SUTHERLAND.

MINUTE.

Settlement of disputes by the EARL OF CLARE *with* SYAJEE RAO GUICOWAR.

Consultation, 2nd May, No. 1516.

Surat, 11th April 1832.

So much has been written and said on the subject of our relations with the Guicowar, that it is not my intention at present to do more than to state, as briefly as I can, the result of my late visit to Baroda. Those who desire to refer to the past may search our records for an account of the origin and progress of the intimate connection between the British government and the state of Baroda, from the time when we liberated the Guicowar family from its pecuniary difficulties, and from its state of thraldom under the Arab merce-

naries, to the period in 1828 and 1830, when all friendly intercourse was interrupted between the two governments. For my part, I have no wish to refer to the past, unless it shall be necessary to do so in order that I may learn a lesson to guide me in my future conduct; and as in my discussions at Baroda with the Guicowar I was determined to avoid, and did as much as possible avoid, any recurrence to those events which had produced such deplorable results, so, on the present occasion, I shall adopt the same course, and drawing a veil over the past, simply state the measures which I felt myself authorised to adopt.

2. In my Minute of December 3rd, last year, I stated to the Board what occurred in the course of my first visit to Baroda on my way to Ajmere, and in my Minute of the 18th of last January, I explained the general view which I took of the whole question, and the principles on which I proposed to act, and it is impossible for me to express to the Board the gratification experienced by me when I found that I was unanimously supported by my colleagues, and that there was the most cordial concurrence in opinion amongst us all as to the course to be pursued. I felt that I understood my colleagues, and that my colleagues understood me, and I returned to Baroda with the conviction that I carried with me the undivided support of the Government in the measures which I proposed to adopt, and for my instructions in the difficult task I had to perform I had the able despatch of the Honorable Court, bearing date the 4th September 1830. So instructed, therefore, and so supported, I had, I confess, some hopes (though with many

doubts on my mind) that, by the blessing of Providence, I might be enabled, in obedience to my orders, to effect something towards a restoration of a good understanding between the British government and His Highness the Guicowar, and it will be for my colleagues and my superiors to judge how far I have succeeded.

3. In my first visit to Baroda last November, I found the Guicowar, after all that had happened, impressed with the idea, I need not say how falsely, that the British government had treated him with the greatest indignity, and all that I could then do was to try and remove this impression from his mind. Whether I succeeded or not I cannot say, but certainly I found the tone of his complaints considerably lowered when I visited Baroda for the second time last month; and, difficult as I then found it to induce His Highness to listen at all to reason, I believe the difficulties would have been ten times greater had I attempted to discuss in detail with the Guicowar last November the various points in dispute between the two states, before I had effected something like a personal reconciliation between the heads of the two governments. I say this, in order that my colleagues may understand why I did not attempt to do more in the course of the week I passed at Baroda last November, when I considered it would have been, for the reason I have stated, premature in me to have opened my views to His Highness.

4. From what I saw of the Guicowar last November, and as well as I could judge of his character from all I had heard of it from others, I determined on my return to Baroda not to attempt to carry matters with what

is called a high hand, first, because the *sic volo sic jubeo* way, I was convinced, would not succeed with this very obstinate native prince, and because I was of opinion that, being the stronger power, it was more becoming in me (acting in the spirit of the instruction of the Honorable Court) to begin the negotiation on terms of perfect reciprocity, giving way where I conceived His Highness had reason, but steadily insisting at all times on the performance of everything which I thought the British government had a right to claim from His Highness.

5. I derived all the advantage which I expected to derive from the course I pursued; for with the exception of one day, from the 22nd March to the 6th April, His Highness and I parted in perfect good humour, and unreasonable and difficult to manage as I found the Guicowar, I must say that I cannot consider him quite as much infatuated as I have heard him represented. Like all natives, he does not pay much regard to truth, being little struck with the beauty and simplicity of her charms, but I cannot say that I found him insensible to a plain, honest, and frank line of conduct. He is very obstinate and full of suspicions, but he gave way at last, and I really believe almost trusted me. He is notoriously avaricious, but he has produced twenty-five lacs of his private treasure, and he has made a large sacrifice in deposit of his idol (money) rather than cede one beegah of his dominions. I should say therefore that, though the faults of his character infinitely predominate over its virtues, our old ally is, for a native prince, beyond all comparison better conducted, both

as a man and as a ruler over his people, than the majority of native chiefs in India. I know all that has been written and said against him, and at the time, I make no doubt, with truth and justice; but, though it was not to be expected that the Guicowar would become suddenly a good and virtuous man, I believe he has profited by adversity, and he has been taught a lesson which he is not likely to forget. At all events, I feel myself bound to judge of the tree by the fruits it has produced, and I confess I feel obliged to His Highness for the part he has acted; for, had he refused to pay the bankers, and to settle the other claims guaranteed by the British government, and had he also refused to come to a reasonable settlement respecting the contingent horse, the relations of the British government with the Guicowar must have continued in their late unsatisfactory state, producing, as the Board well knows from documents on record, results equally annoying and vexatious to ourselves, the Guicowar, and to the subjects of both governments. I have thought it right to say so much either in favour or in extenuation of the character of His Highness the Guicowar as it may be taken; but I by no means wish to be understood as conveying to my colleagues my belief that, because I have found His Highness less unreasonable than I expected to find him, and because I left matters at Baroda, I think, I may say, in a rather better state than I found them in, I am inclined to suppose either that the Guicowar's character has been altogether changed for the better, or that I rely on the certainty that there will be no future interruption to the good understanding which

I believe now exists between the two states. I think any good which may be expected to be derived hereafter from the present settlement which I have made, must in a great measure depend on the way in which we look after and treat our old ally, the Guicowar. We must cultivate his friendship by every means in our power; we must prevent those who have our bhanderies, and unfortunately the number of persons (seventy) is very considerable, from putting our power in motion improperly; and though it will be utterly impossible to abstain from all interference with His Highness, we must still interfere with great caution, and never allow him to suppose that we support any party amongst his subjects against him. On the other hand, we must take care that he shall not molest any person who has legitimate claims for protection on the British government, nor allow him to presume too much on our support and favour, and to extort money from those who, during the late disputes, have been attached to us. The card which we have to play is one of difficulty and delicacy, but as both governments have learned something from past experience, I really hope and believe that there is little, if any, chance of the relations of the two Governments being involved in such a state of embarrassment and confusion as caused the sequestration of the Guicowar's dominions in 1828 and 1830, and changed our connection with the Baroda durbar from a state of firm friendship, founded on the basis of mutual benefits received and conferred for a very long period, into one which, judging from the documents on record, I do not think I am in error, when I call it a state of almost mutual

enmity, and most certainly of bad feeling on both sides.

6. That my colleagues may fully understand all that passed between His Highness the Guicowar and myself during the many interviews I had with His Highness, I circulate a memorandum which I drew up of the discussion of each day. It is not my intention or wish to have it recorded, as I do not consider such a paper, written necessarily in a hurry, is worth being placed on record, but I have given it in as I wrote it each day, without any correction; and in the state in which I present it, I think it will serve to give the Board a pretty accurate idea of the progress of the negotiation from the beginning to the end. I also for the same purpose circulate a memorandum of the conferences by the Political Commissioner; and, as I never read his account until after I had left Baroda, the Board and the authorities at home will be enabled, by a comparison of both, to form a correct judgment of all that passed between His Highness the Guicowar and myself.

7. The subjects in dispute which I had to settle when I returned last month to Baroda, may be classed under three heads:—

Firstly.—The debt due to the bankers which was guaranteed by the British government.

Secondly.—Many other claims on the Guicowar state, some of very old standing, and the adjustment of which was guaranteed by the British government.

Thirdly.—A settlement with the Guicowar for the future punctual payment of the 3,000 contingent horse

according to the 8th article of the supplement to the definitive treaty, bearing date the 6th November 1817.

8. It was quite evident from what passed between His Highness the Guicowar and the Political Commissioner before my arrival at Baroda, and from what His Highness said to me every day after my arrival, that he expected, having paid the banker's debt, I should be satisfied with a vague assurance on his part that he would settle the other claims, as well as with his promise hereafter punctually to fulfil all the obligations of the 8th article of the treaty, and I trust my colleagues will not think, after the experience of past transactions with His Highness, I acted harshly in requiring on the part of the British government some assurance more binding on His Highness than his mere word.

9. I found the bankers, as I expected would be the case from the conference I had with them at Ahmedabad, quite ready to take from His Highness the amount due to them, and equally ready to release us, when paid, from our guarantee; and as His Highness said he was quite prepared to pay them, I thought it far better to let the parties settle the business between them in their own way, without any interference on the part of the British government. It was accordingly arranged between the Guicowar and the bankers to, I believe, their mutual satisfaction, and I have reason to know that to effect it His Highness produced fifteen lacs of his private treasure. With the details however of the arrangement I had nothing to say, and accordingly I asked no questions and testified no curiosity on the subject; but when I was informed it was finally com-

pleted, I summoned the bankers before me (His Highness *not* being present), and I asked them if a fair and satisfactory payment of the debt due to them had been made by the Guicowar, and with their free consent. They all replied in the affirmative. I then asked them if they released the Company from this guarantee; they again replied in the affirmative, and last I asked them if they had any other claim whatever of a pecuniary nature on the British government, they said none whatever, and all that they required was a fair settlement of their account under the septennial engagements. On the day when the deeds bearing the guarantee of the Honorable Company were cancelled in presence of His Highness, I asked them all again the same questions, and I received the same answers. I trust therefore my colleagues will be satisfied that I took due precautions to be quite sure that the bankers had not been forced by the Guicowar into any settlement prejudicial to their interest. The truth is, I believe, they were all extremely glad to get back to Baroda, and to be reconciled to their sovereign, particularly when I told them that the British government would always protect those who had been induced to enter into engagements depending on our faith, and that the Guicowar had solemnly promised me not to molest any person for the part he had taken in past transactions. I was much struck with the apparent ease and facility with which His Highness and the bankers settled this old debt, which has been for so many years a source of annoyance and vexation to the British government, and I cannot help congratulating the Board on our having got rid of it for ever.

10. I found, in the interviews I had with the Guicowar and the bankers, that the plan which I proposed of settling most of the other guaranteed claims, viz. the account under the septennial leases between His Highness and the bankers Bulwuntrao's and Hurry Bhukty's old claims, and others by a punchayut, would not have been agreeable to the parties concerned, as such a mode of settlement was not according to the custom of the country. That being the case, I did not insist on it, and though it would to me have been very satisfactory had I been able to have induced all the parties concerned to agree to some defined mode of settlement before my departure from Baroda, I finally acceded to the engagement made with me by the Guicowar to settle them all within the year to the satisfaction of the British government, and I trust all these old claims will be finally and fairly adjusted within that time. The settlement of many of them will require an examination on both sides of old and intricate accounts; and I thought it far better to leave them to settle the several claims in their own way, than to interpose the authority of the British government to effect a settlement in a way which would be more agreeable to us. But I am clearly of opinion we shall be fully justified at the close of the year, to take upon ourselves the settlement of any one dispute which shall not, at that time, have been adjusted.

11. These two points having been concluded, I sent a note to His Highness the Guicowar, saying I would give directions that certain of his districts should, within fifteen days from that date, be restored to him, keeping the tributes which we collect for His High-

ness and four other purgunnas for the payment of the 3,000 contingent horse.

12. I now proceed to explain the settlement I have made to secure (I hope) Government from future annoyance and dispute with the Guicowar on the subject of it.

13. After I had given the despatch of the Honorable Court, dated the 4th September 1830, my full consideration, I felt quite sure that, though the principle of the second sequestration was condemned at home, no latitude was left to me, and it was imperative on me not to allow the treaty, by which his Highness was bound to keep up in a state of efficiency 3,000 horse at the disposal of the British government, to be imperfectly executed; I was allowed to commute it for a cession of territory sufficient to enable the British government to maintain 2,000 horse, but I was not instructed to restore the districts on any other terms. I began the discussion therefore with the Guicowar, knowing that the Honorable Court was well aware of all the evils arising from the sequestration of 1830, but that, failing in my endeavours to procure a cession of territory, I must, either continue the sequestration, and thus perpetuate, perhaps *ad infinitum*, the evils consequent upon it described so well and forcibly in the letter of the 4th September 1830 from the Honorable Court, or I must, on the responsibility of Government, take such measures as I conceived would secure almost to a certainty the future fulfilments of the treaty of November 1817 by the Guicowar. My colleagues concurred in the view which I took of the subject; and when I explain to the Board the security which I have accepted, I hope they will

be satisfied that I have not abused the confidence they placed on me, and I trust our superiors will also be satisfied that, as I could not obtain the cession of territory, I took the next best measure in my power to meet the object they have in view—that of restoring a good understanding with the Guicowar, and at the same time securing, as far as I was able to secure it, the future efficiency of the 3,000 contingent horse, the maintenance of which force in its present form under the Guicowar, or of a force inferior in numbers but of superior efficiency, under our immediate authority, is, I have no hesitation in saying it, absolutely necessary for the preservation of tranquillity in Guzerat.

14. During these interviews with the Guicowar, finding I could not induce him to pledge himself to do more than to say he would fulfil the obligations of the treaty, and not thinking his verbal assurance sufficient, I proposed three plans to him, with any one of which I assured him the British government would be satisfied, viz: either a cession of territory to maintain 2,000 horse, and a consequent saving to His Highness of one-third of the expense of the contingent, with a release from us of the obligations of so much of the treaty, or to take His Highness' written promise that he would in future punctually fulfil the obligations of the treaty, any failure on the part of His Highness (of which the British government was alone to be the judge) to be immediately followed by a cession of territory from His Highness to pay 2,000 horse; or to assign districts to bankers, and to take their security, on a penalty of forfeiting to the British government one

lac of rupees annually, in the event of their failing in their engagement, that the troops should be regularly paid every month according to treaty; and I solemnly assured His Highness that we did not desire to possess a beegah of his dominions, and that in the offers I had made him (any one of which I conceived it would be for his advantage to accept), all I wanted was security to the British government against future violations of the treaty, and to avoid future disputes with His Highness on the subject of it.

15. The Guicowar objected to all these plans. He would not hear of ceding territory to the possession of which he, like all natives, attaches the greatest importance,—territory being, in fact, of consequence in their eyes.

16. He also strongly objected to agree even to an eventual cession if he failed in fulfilling the obligations of the treaty; for he very naturally remarked that a hostile Governor or a hostile Resident might lay hold of pretended infractions of the treaty, and then he would lose his mahals, to which he seemed evidently inclined to cling with peculiar fondness.

17. Neither would His Highness consent to give the security of substantial bankers at Baroda for the future punctual payment of the contingent, as he considered it derogatory to a sovereign to offer the security of his subjects.

18. The Guicowar at last voluntarily, and I confess to my great surprise, proposed the arrangement to which I have agreed, viz. that His Highness should punctually fulfil all the obligations of the treaty, and deposit ten lacs of rupees in cash with the Government, as a fund

from which the troops were to be paid, if he, on his part, failed to pay them regularly every month; and he has bound himself always to make good the amount so taken from the ten lacs, so that there shall be a continual deposit of ten lacs in cash in the hands of Government.

19. As I considered, on a full consideration of the subject, the arrangement to be unobjectionable, and as it had the advantage (in my opinion no slight one) of coming direct from His Highness, and that, in his view of the question, it was by far the most satisfactory one for him to make, I did not feel myself authorized (security for the payment of the troops being all that I required) to refuse it, because I felt sure that the Guicowar, acknowledging the obligation of the treaty, binding himself to fulfil them, and tendering the security of a large sum in deposit from his private treasure to guard against any violation of his engagement, I had no right to exact more from him than I was fairly entitled to demand, to secure in future the performance of the obligations of the treaty, which is as binding on the British government as it is on the Guicowar.

20. Had I been able to have induced His Highness to cede territory for the payment of the 2,000 horse, I make no doubt the arrangement would have been far more advantageous to the British government and personally to the Guicowar, as by it he would have been saved from one-third of the expense of the 3,000 contingent horse. But, I confess, I think the present arrangement far better for the Guicowar state. By it the money raised from the people for the pay of the horse will be given only to the subjects of His Highness, to

the manifest advantage of his sirdars and dependants, who will have command of the horse, and enjoy all the benefits belonging to their several pagas. Besides, this force, which is considered by the sovereign and his subjects as their army, will remain in the service of the Guicowar, though at the disposal of the British government, and his Highness will have all the patronage and the power which such a force must necessarily give to him. If, on the other hand, two-thirds of it had been handed over to a stranger, it would have been constituted in a totally different manner; for to make it really efficient under our direct authority, we must have dismissed the whole of the men, and raised a new force, like the Poona Irregular Horse, thus throwing out of employment and depriving of subsistence a great many respectable sirdars and subjects of the Guicowar. I have no doubt therefore, that for the good of his people His Highness has decided well and wisely, and though I may wish he had come to a different conclusion, I cannot consider his deposit of ten lacs, without interest, as at all prejudicial to himself, inasmuch as it will be quite as productive to the Guicowar in the custody of Government, as in the vaults under his palace; and by means of it His Highness has got back the whole of his districts, and without any real sacrifice on his part. I beg to refer the Board to a memorandum on the subject at the end of this minute, which was drawn up at my desire by Mr. Williams.

21. Having made this settlement, which I hope will be approved by the Board, Government must take care that the British officers attached to each portion of the

contingent shall attend strictly to the monthly muster of the men, and to their equipment. Such attention on their part, with friendly advice and suggestions to His Highness by the Political Commissioner, will, I hope, induce hereafter both the prince and his officers to take a pride in the contingent horse, and to make it that which it ought to be made, a really efficient force, equally required for the protection of His Highness' districts as it is for maintaining the general tranquillity of Guzerat.

22. One subject I have allowed to lie over, and that is the nemnook of the late Wittul Rao Dewanjee, to which I have in my former minute alluded. I beg to refer the Board to the memorandum of the conferences at Baroda for an account of what passed on the subject. I found, as I expected, the Guicowar quite determined never to acknowledge the grant, and it is my decided opinion that, had I insisted on his sanction of this nemnook as a *sine qua non*, the whole negotiation would have failed, His Highness being quite resolved, unless forced to do so, never to acknowledge the validity of Sir John Malcolm's guarantee in 1830 to Wittul Rao. If, when the districts shall be handed over to the Guicowar, His Highness thinks proper to resume the villages, and to stop payment of the Wurrats, the amount must be paid to the adopted son of the late Wittul Rao by Government until we shall receive an answer on the subject from the Honorable Court. If confirmed at home, I have informed His Highness he must ratify it, in which case any sums paid by us will be a charge against the Guicowar, which can be paid at any time from His Highness'

share of the Kattywar tribute ; but if, on the other hand, the Honorable Court shall decide that Sir John Malcolm exceeded his powers when he guaranteed the nemnook in 1830, every rupee which has been paid by us from the sequestered districts must, in my opinion, be repaid to His Highness, and the nemnook, including the Kattywar villages (which however, are not, I think, guaranteed) amounts, I am sorry to say, to one lac and thirty-four thousand rupees annually.

23. The question which the Honorable Court will have to decide is a very simple one. Had Sir John Malcolm any right to guarantee the nemnook to Wittul Rao without the consent of the Guicowar; had he also any right to allow him to adopt a son, to recognize the adoption, and to guarantee the nemnook to the adopted son without the usual payment of nuzzerana to the native prince, at whose expense the nemnook was to be paid, and without even asking his consent.

24. If the late Wittul Rao deserved well of His Highness, and His Highness afterwards thought proper to quarrel with him and to stop his nemnook, surely we had no right to interfere between them, and to give Wittul Rao this vast allowance at the expense of the Guicowar, because we happened to have a good opinion of him, and, I think, I am clearly borne out in my view of the case by Mr. Elphinstone's letter, dated the 10th of September 1827, to the Guicowar; and whether the allowances of the ministers which he told His Highness he might resume were those granted to Wittul Rao in 1821 or 1827 is immaterial, as he tells him the ministers' allow-

ances are unconfirmed if unsanctioned by the two Governments; and if Mr. Elphinstone thought the sanction of both Governments necessary in 1820, surely it was equally necessary in 1830.

25. If Sir John Malcolm desired to reward Wittul Rao for the part he had acted, and for the services he had performed, he might have granted him a nemnook payable from our treasury, and subject to the sanction of the Honorable Court; but upon what principle can we compel the Guicowar to recognize the grant to a man whom he considers a traitor, and to oblige him to give it to his adopted son, of whom he says he knows nothing, as the adoption wants that which is absolutely required in a native state to make it valid—the consent of the sovereign. I should also like to know why was the adoption guaranteed without the usual nuzzerana. Volumes have gone home to the Honorable Court on this very subject, and the principle on which, as a financial measure, it has been advocated, is the large revenue which we shall derive from nuzzerana on succession; why therefore are we to deprive the Guicowar of the same profit, which we in similar cases propose to secure to ourselves? Had the late Wittul Rao enjoyed the utmost favour of his sovereign, and had he asked His Highness' permission to adopt a son, he must have purchased it by a nuzzerana of three or four lacs of rupees. When I was at Baroda, I saw the adopted son of one of the Guicowar's hereditary ministers in attendance, and I was informed that two lacs of Rupees had been paid to His Highness to sanction his adoption, and it is said that a wealthy banker at Baroda is shortly about to purchase the same favour by

a nuzzerana to His Highness of no less a sum than five lacs of rupees. When therefore all these circumstances are considered, I trust the Board will be satisfied that I have acted right in the course which I have pursued, and with a due regard to the high character for justice and good faith of the Honorable Company.

26. I beg that every paper or record which bears at all upon the case of the late Dewanjee, with a summary of the proceedings relating to the grant to him of the villages in Kattywar, may be sent to the Honorable Court.

27. I did not think it advisable to have any discussion with the Guicowar on the subject of a commercial treaty between the two states. That and other measures for the mutual advantage of both Governments I have postponed until my next visit to Baroda, conceiving it would be premature at present to discuss such matters with His Highness.

28. I have left the Political Commissioner at Baroda, where he will remain until he has settled the accounts of the sequestration with His Highness, and arranged for the future settlement of the unadjusted claims. I have informed Mr. Williams that it is my wish that His Highness should settle them all himself, conceiving it far better that we should interfere as little as possible between him and his subjects, but to give His Highness every assistance in his power; and I circulate the directions which I have given to the Political Commissioner on some points, which, I think, required an immediate decision.

29. I have stated to the Board at I fear great length all that I have done, and I hope they will ap-

prove of my conduct, and at all events give me credit for not having lowered the character of the British government at Baroda.

30. I cannot conclude this minute without expressing to the Board the deep sense which I entertain of the services both of the Political Commissioner and of Mr. Williamson: their conduct throughout this negotiation is beyond all praise, and I have no hesitation in saying that to their cordial, zealous, and valuable assistance I am indebted for the successful issue of my visit to Baroda; and I therefore feel it due to them both to propose that the thanks of Government may be given to them for their able, zealous, and skilful conduct in the late negotiation with His Highness the Guicowar.

31. That the Honorable Court may be fully in possession of the real difficulties and embarrassment to Government consequent upon our management of the sequestered districts, I beg that all the accounts furnished to Government by the Political Commissioner, with all letters to him on the subject of their management, and his replies, both before and during the progress of my late tour, may be sent home with the despatch, giving an account to the Honorable Court of all that has been done at Baroda; and I wish copies of this minute to be sent to the Honorable Court, and to the Governor General. His Lordship should also have copies of the yads interchanged between His Highness the Guicowar and myself.

(Signed) CLARE.
" C. HALKETT.

Surat, April 11th, 1832.

CONSULTATION, 2ND MAY, No. 1517.

Although on my first arrival in India I declined recording my sentiments touching the Baroda negotiations, I cannot now refrain from expressing my satisfaction at the successful termination of our Right Honorable President's exertions.

Time alone of course can prove the permanent nature of the treaty now concluded; but if the Guicowar keeps his faith, which he must now have had ample personal proof it is his interest to do, I think His Lordship merits the gratitude of this government and of the Honorable Court for having released us and them from so long pending and vexatious a connection with the Guicowar state; for though unversed in the tortuous feeling of Indian durbars, I think I can perceive the difficulties he must have had to encounter, and the approbation he merits for having surmounted them.

(Signed) HALKETT.

Nou-Parell, April 11th.

CONSULTATION, 2ND MAY, No. 1518.

When the box with the Governor's private letters to the Chief Secretary passed me this morning, I did not observe the minute of the Commander in Chief of this date, which has since been brought to my notice by the Chief Secretary; and though I should in ordinary circumstances have abstained from offering my opinion until the papers were officially before us, yet

I avail myself, with great pleasure and satisfaction, of the opportunity His Excellency has thus afforded me of tendering my warmest congratulations to our Right Honorable President on the great success which has attended his negotiations at Baroda, which will redound as much to his own individual honour, as it will reflect credit on his administration of this government, and cannot fail to prove a source of satisfaction to all parties interested.

Any remarks which occur to me when the details are before us, will be submitted in future minutes.

(Signed) WILLIAM NEWNHAM.

Belvidere, 11th April.

CONSULTATION, 2ND MAY, No. 1519.

The intelligence communicated in the papers in circulation this day, exhibiting the satisfactory termination of the perplexing difficulties which involved the harmony between the British and Guicowar states, has given me most unmingled satisfaction.

It is to the able and talented nobleman at the head of the administration of this Presidency, who, in person, conducted at the Guicowar's capital the anxious and laborious negotiation, that we are indebted for such signal success; a success in its results honourable to our national character, and highly promotive of the true interests of the two states as well as of his subjects.

I beg to tender to His Lordship my very hearty gratulation in having so completely overcome every difficulty in his arduous undertaking. His Lordship must ever reflect on the event with pleasure, being fraught with incalculable benefits to all concerned; and I am sure the authorities at home, in the spirit of justice that guides them, will feel deeply thankful for having brought the matter to so very just and honourable a close.

(Signed) JAMES SUTHERLAND.

CONSULTATION, 2ND MAY, No. 1520.

I have read the minutes of my colleagues with feelings of the greatest pleasure, and I trust that the favourable opinion which they have been so good as to express of my conduct in the late negotiations at Baroda, will be confirmed by the perusal of the official documents which I circulate this day.

(Signed) CLARE.

SUPPLEMENTARY CHAPTER.

ON THE BARODA GUARANTEES. COMPILED BY CAPTAIN L. C. BARTON, ASSISTANT RESIDENT.

THE object of the present Chapter is to trace the connection of the British government with certain subjects of the Guicowar, to whom its bhandery or guarantee has been at various times given. The word bhandery is derived by Colonel Walker from two Sanscrit words "Bahee" a hand, and "Dherdlaa" to seize. The English word that most closely approaches its meaning is guarantee, though that by no means gives a clear idea of the expression "bhandery" as it existed in Guzerat at the commencement of the present century.

At that period such a general feeling of insecurity pervaded all classes of society, that scarcely any transaction of importance between man and man could be commenced or carried through without the assistance of a third pay, who guaranteed that the stipulated terms should be acted up to; amongst the Rajpoot and Cooly Grassias, Bhats or Charuns were invariably the guarantees in all their dealings with their subjects. Were a loan to be negotiated with a soucar, or a lease to be drawn out with a tenant, a Bhat or Charun became responsible that the Grassia would fulfil his engagement.

If one of the brotherhood, labouring under a real or fancied grievance, raised the standard of revolt, and began to hurry the country, a reconciliation could only be effected by a bhat giving him security that he should not be molested on making his submission, and a safe conduct on his guarantee to come and go without molestation while the negotiations for his re-settlement were pending; further than this no respectable trader would venture to establish himself in a foreign jurisdiction, unless he received good security that he would not be oppressed or ill-treated; and, as a general rule, no one who had business with any chief, whether it were a patel about the affairs of his village, a foreigner who wanted to settle, a cultivator summoned to the capital, or a travelling merchant who had valuable wares to dispose of, would venture to place himself within his power, until he obtained good security that he would not be molested during his sojourn, and would be permitted to depart when his business was concluded.

At the period referred to above, the system of bhandery was in full force at the Baroda court. It is quite irreconcilable with our ideas that a government should be able to exist, whose every administrative act had to be guaranteed by one of its own subjects, before it could be carried into effect, and whose subjects could, by becoming its guarantees, have sufficient influence to compel it to act up to its engagements, yet such was the case at Baroda, and at that time the very existence of the government depended on the system.

The death of Govind Rao Guicowar in 1800 A D., and the subsequent struggles of his sons and relations

for the succession, were the immediate causes of a more extended interference than we had hitherto exercised in the internal affairs of the Baroda state. Raojee Appajee, the minister of the rightful sovereign Annund Rao, courted our assistance in men and money to support his master's rights; this was granted. Major Walker was appointed Resident at the court of His Highness the Guicowar, and British troops were placed at his disposal to assist Annund Rao in his endeavour to consolidate his power. These effects were successful; but in addition to outward and avowed enemies, another power, an *imperium in imperio*, had arisen in the state, which threatened it with dissolution. A body of mercenary Arabs had become all powerful. For 40 years previously their chief jemadars had exercised a great ascendancy over the government, but about the year 1801-2 their influence had so increased, that the entire administration of the state was in their hands. Annund Rao Guicowar was confined in his own palace by them; they held the gates of the city of Baroda; Barsud, Sunkeira, and other places were in their power; they were more formidable from the positions they held, and the influence they had gained, than from their numbers, for even with a subsidiary force of 900 Purdasee or Hindoostanee sepoys, they did not muster 2,000 men in all. If the Baroda state were to be preserved in the hands of the reigning family, it was absolutely necessary that this element of danger should be removed. It was entirely out of the power of the Guicowar or his minister to get rid of them; their pay was heavily in arrears; the bankers of the town would not advance

a penny to assist the state; they held the town and person of the Guicowar in their hands, and for the moment were masters of the situation. Under these circumstances, Raojee Appajee pursued the wisest course open to him. He met the Governor of Bombay, Mr. Duncan, at Cambay, and there, on the 15th March 1802, a convention was entered into, in which it was stipulated that the Guicowar should maintain a subsidiary force of about 2,000 sepoys, one company of European artillery, and two companies of lascars, on condition that it should be employed for the reduction of the Arabs. On the 6th June of the same year, a treaty was concluded between the same parties, in which, in addition to the above stipulations, it was agreed that the Honorable Company should extend some pecuniary assistance to the Guicowar state, with the view of effecting a reduction in the number of the Arab force. On the 29th July in the same year, Annund Rao ratified the stipulations entered into by his minister Raojee Appajee, in a fresh agreement drawn up between himself and the Resident, Colonel Walker, promising to reduce the Arabs to the number entertained formerly by Futteh Sing, and giving the Resident the right of inquiring into the accounts, and of taking the muster of the troops.

In the mean while negotiations were proceeding with the jemadars of the sebundy, to procure, if possible, their peaceable exit from the country. Their pay was heavily in arrears, the debts due to the Arabs alone amounting to 33 lakhs of rupees, while the current military expenses exceeded the annual revenue by above 10 lakhs. To add to the difficulties, the revenues for the year were already

mortgaged, the credit of the Guicowar government was so low, that it was impossible to negotiate a loan without good security, and the mercenaries whom it was desired to get rid of were deeply pledged in bhandery engagements on account of loans already advanced to the state. It was therefore determined to provide the necessary funds by a loan of 20 lakhs of rupees, half of which was to be raised in Bombay, and the other half contributed by the leading Baroda bankers on the bhandery of the British government; two European houses at the Presidency furnished drafts for 10 lakhs, and on their receipt in June 1802, the Arab jemadars were informed that their reduction had been resolved on, they apparently acquiesced in the decision. At the last moment, however, the Baroda bankers withdrew from their engagements, and refused even to negotiate the Bombay drafts, and, by the month of August, the attitude of the Arabs had become so threatening, that an additional British regiment was added to the Baroda force. This was further increased in November by another regiment. During the intermediate period, a protracted negotiation was carried on with the jemadars for their peaceable evacuation of the city. They were informed that all their just claims should be satisfied and all their arrears of pay liquidated; but that in consequence of their treacherous and insubordinate behaviour they would not be permitted to remain any longer in the service of the Baroda dúrbar. It became before long apparent that they did not intend to agree to these terms, and had resolved to keep possession of the city. By permission of the Guicowar,

therefore, a force was moved against Baroda, and it was invested on the 18th December 1802. On the 26th idem, when the breach was reported practicable, and orders for the assault had been issued, the jemadars capitulated; they signed an agreement, in which they bound themselves to evacuate the fort, to release Annund Rao Guicowar, to abstain from all future intercourse with the enemies of the Government, and to quit Guzerat after their arrears of pay had been liquidated—*on condition that the bhandery of the Honorable Company should be substituted for them whenever it had been granted either to persons or property.*

Such was the origin of most of our bhandery engagements at Baroda, engagements which have imparted a peculiar character to our intercourse with the state, and have been the fertile source of so many heart burnings, jealousies, and disagreements from the commencement of the reign of Syajee Rao Guicowar in 1820.

At the period, however, when they were first entered into, their transfer to us from the Arabs was regarded as very advantageous, from the great influence they secured to our Government in Guzerat, and more particularly at Baroda, while, at the same time the Guicowar sirdars were "deprived of a powerful means by which they derived a right of controlling their Government."

Before describing in detail the engagements we inherited from the Arabs, it will be necessary to mention one or two instances in which, prior to this period, we had involved ourselves as guarantees for the fulfilment of stipulations entered into between the Guicowar and his subjects.

The earliest case on record is that of the Desai of Nowsaree. This family possesses a purwana, granted by Govind Rao Guicowar in 1793 to the then Desai Muncherjee Kursetjee, couched in the following terms :—

No. 1.
Desai of Nowsaree.

"Whereas you four years ago left Nowsaree, and have since resided in Surat, and have now sent your agent Moteeram Dyaldass, on your behalf to wait upon us at Poona, and to state that you have thus absconded through fear of oppression, and that you have suffered great injury, through the dishonesty of your partners and relations, in your lands of inheritance or purchase, whereon he prays us to grant you protection, as was given you by the late Futteh Sing Guicowar, under the guarantee of the British government, and extend the same to your family and dependants, in which case you would return to Nowsaree for the prosperity of your districts there, with unremitting zeal and fidelity. On this representation, we have taken into consideration how long you have been in our service, therefore we have addressed a letter to Mr. Griffith, the Chief of Surat, begging him to give you our assurances under the guarantee of his Government for your safety from oppression, as was formerly given you in the name of the British government.

"We hold you in high estimation as an able and zealous servant of our sirkar, nor shall you be oppressed or your suggestions opposed without cause; fear nothing, but, relying on our solemn promises and the guarantee of the British government, return to your district and labour for its improvement. You

and your gomashtas and families, and dependants of every sort, may rest satisfied that no injustice shall be practised against you. Discharge therefore your duties honestly and zealously, and let your mind be relieved of every apprehension. You and your dependants, it is hereby solemnly promised, shall suffer no injustice."

The promises contained in this purwana were renewed in A.D. 1801, in a letter from the Guicowar to Mr. Seton, the Chief of Surat. This family had also obtained the guarantee of the Arabs, that they should not suffer imprisonment or any other indignities at the hands of the Baroda government. Muncherjee Desai, the head of the family, appears to have made himself very useful to the British authorities at the time of our first connection with Baroda, and it was probably on this account that the Chief of Surat gave him our guarantee against oppression. When Mr. Duncan visited Surat, in A.D. 1800, in order to treat with Govind Rao Guicowar for an exchange of territory and the cession of the Surat Chouth, Muncherjee was employed in the negotiation, and displayed great zeal in our behalf. Again he was employed in the secret negotiations during the year 1802 between Raojee Appajee, Annund Rao Guicowar, and the Bombay government, which ended in the conventions and treaty above alluded to. For these services he was granted a pension of Rs. 200 a month by the Court of Directors in the year A.D. 1817.

No interference on behalf of this guarantee was exercised by us for several years. Annund Rao Guicowar died in the year 1819. During his life-time the

Resident at Baroda had, in consequence of the prince's imbecility, exercised considerable control over the internal administration of the country; but when Syajee Rao, his youngest brother, succeeded him, this control was in a great measure withdrawn, and he was allowed to manage the domestic affairs of his state in his own way, under the promise that the guarantees of the British government to ministers and other individuals should be scrupulously observed.

Syajee Rao was possessed of a very determined, obstinate disposition, and it was not long before he resented our interference with his guaranteed subjects, and came to an issue with them and us.

The Desai of Nowsaree had for a considerable period been the farmer of the pergunna of that name. In the year 1829, he had a difference with his immediate superior, the sirsooba of the Surat attaveesee. He was removed from the management, and his hereditary possessions were attached until he came to a settlement of his accounts. He immediately appealed for protection and assistance to the British government. It is worthy of remark here that the original possessor of the guarantee of 1801 was by this time dead, and that no mention is made in the sunnud above quoted that the guarantee was hereditary, further than that the bhandery had been sanctioned by the three previous sovereigns, but had never been renewed by Syajee Rao. Notwithstanding this however, the government of Bombay took the family under its protection, and when a complaint was preferred by the principal representative against the Guicowar government, Mr. Andrews, an Assistant to the Collector of Surat, was

deputed in the year 1830 to inquire into and report upon it. Syajee Rao was then in the height of his opposition to the Government, and Mr. Andrews could consequently expect, and, in fact, received but scant courtesy from the sirsooba. He could obtain no accounts or explanations from that functionary, and was therefore obliged to make an *ex parte* investigation. In an elaborate report to Government of the 20th May 1830, he gave a decision in favor of nearly all the Desai's claims, defining his territorial rights and money privileges; and Government in their consequent instructions to the Resident, directed him to intimate to the Guicowar their determination to support the Desai in possession of the rights he was enjoying under our guarantee, and that until it was proved that he held rights he had no title to enjoy, his present state of possession could not be disturbed, and a threat was held out that any damage "hitherto sustained by the Desai would be considered when the penalty for the other infractions of our guarantee was settled and adjusted." The matter however remained open, and was unadjusted to the year 1832, when Lord Clare visited Baroda to confer with the Guicowar on all points in dispute between the two Governments. The matter was, however, only incidentally mentioned then, and the Guicowar was contented with an assurance that all outstanding claims should be settled in a manner satisfactory to the British government within a year.

This promise was not however kept. The Desai made periodical complaints to the British government, and in A.D. 1838, the district of Nowsaree was placed

under attachment, in consequence of the persistent refusal of His Highness to make any settlement of the claims of the family; the Desai at the same time being put in possession of his rights and privileges. In January 1840, the Agent to the government at Surat, who had the charge of investigating the claims made by the Desai for arrears during the time his property was sequestrated by the Guicowar, reported to Government that they amounted to Rs. 4,32,404-1-9, of which he considered Rs. 1,62,186-15-0 to be justly due to him, and Government consequently ordered this amount to be paid immediately out of money belonging to the Baroda state in deposit either at Surat or Baroda; and further directed the Resident to inform the Guicowar that the full amount of the Desai's claim would be admitted by Government, unless the accounts were produced within a month from that date. The investigation was subsequently proceeded with. While it was pending, the then Governor of Bombay, Sir J. Carnac, visited Baroda in the early part of 1841, and on the Guicowar binding himself to give credit from the Kattywar tribute for any amount which might be due to the Desai by the durbar, the attachment on Nowsaree was ordered to be removed.

In the meanwhile Mr. Elliot, the Governor's Agent at Surat, proceeded with the investigation of the unsettled items of the arrears claimed, and unfortunately re-opened several of the points regarding the Desai's territorial rights which had already been determined by Mr. Andrews in 1830 in the Desai's favour, and confirmed to him by Government. This course of procedure occasioned fresh delays, and in March 1841

the Guicowar, with the Resident's acquiescence, again sequestrated the Desai's estates; he appealed to Government, and on their remonstrance the attachment was removed. Mr. Elliot not only re-opened points that were settled, but he actually awarded the Desai a sum of Rs. 76,445-9-0 over and above what he claimed, by misunderstanding the instructions of Government to settle the Desai's claims for arrears of land rent due on an average of 2 or 10 years' produce, awarding the *aggregate* instead of the average. The case had consequently to be re-investigated, and Sir R. Arbuthnot, who had succeeded Mr. Elliot, was directed by Government, on the 19th September 1843, to examine and report on the whole subject, and that, in consideration of the Desai having been vexatiously deprived of his rights for a series of years, notwithstanding the guarantee of the British government, interest was to be charged on all the items at the rate of 9 per cent. per annum. That gentleman submitted his report to Government on the 15th December of the same year, giving it as his opinion that the Desai was entitled to an aggregate of Rs. 2,44,289-3-0, of which he had already received a portion of Rs. 1,20,403-9-3, leaving a balance still due to him of Rs. 1,23,885-9-9. This sum the Resident was desired by Government on the 23rd March 1844 to pay forthwith to the Desai. On acquainting the Guicowar with the result, His Highness strongly objected to the decision, on the grounds that the investigation had been conducted *ex parte*, and that the rate of interest was too high. He represented that the principal of the claims amounted to Rs. 80,820-7-0, and the interest to Rs. 1,63,468-12-0; and further, that one item of

Rs. 43,952-8-0 was claimed as interest, and interest had been charged on this year by year until it amounted to Rs. 67,622-8-0; nor was he aware, he declared, on what principal amount it was claimed. This appeal was forwarded to Government, but in reply the Resident was desired, on the 24th May 1844, to forthwith give effect to their former instructions, and to abstain from any further discussion with His Highness on the subject.

The representatives of the Desai's family were accordingly summoned to Baroda and acquainted with the decision of Government; but as they expressed a wish to come to a private understanding with the Guicowar, the matter was allowed to remain in abeyance.

On the 15th February 1845, the Political Commissioner reported that the Desais had passed to His Highness an acquittance in full of all their demands against the durbar, and had acknowledged it to be correct in his (the Political Commissioner's) presence.

Out of 1,760½ beegas of veehan and wujeefa land to which they lay claim, they acknowledged that 75 belonged to the durbar. They also gave up their claims to 71¼ beegas of geranea land, and 101 beegas called the "Coondepor Koonda," and accepted 2,159 beegas as all the land to which they were entitled.

His Highness the Guicowar granted hereditarily to the Desais Rs. 300 per annum for a carriage and mussal, Rs. 1,000 a year for a palanquin, and Rs. 250 yearly in lieu of land for a carkoon.

The Desais accepted Rupees 68,000 in full of all pecuniary demands. In all other respects the

arrangement entered into accorded with the decision of Government.

The compromise was ratified by the Bombay government on the 22nd May 1845, and by the Court of Directors in their despatch of the 29th July 1846.

On the 8th May 1854, Sir J. (then Colonel) Outram submitted a report to Government on all the bhanderies then existing. He considered that our guarantee to the Desai of Nowsaree was not binding, because in the sunnud granted to him there was an omission of any specification as to "heirs" or "future generation," and because the sunnud had to be renewed on each occasion of three reigning Guicowars, and had not been admitted during 15 years of the reign of Syajee Rao, the fourth sovereign.

The Government of India, however, in their despatch of the 21st January 1856, decided that this guarantee was hereditary, for although no mention of heirs was made in the grant, an assurance was given in hereditary property.

This family therefore enjoys to the present day the privilege of appealing to the protection of the British government in all questions concerning the hereditary property guaranteed.

No. 2.
Raojee Appajee.

The next earliest case on record previous to our acceptance of the obligations of the Arab jemedars is that of Raojee Appajee.

This individual was, at the commencement of the present century, minister to Annund Rao Guicowar, and as mentioned above was the prime mover in effecting a close alliance with the British. On the 6th June 1802,

he concluded a treaty at Cambay with Mr. Duncan, the Governor of Bombay. On the same day the latter, in consideration of his services, granted the dewan the village of Bhata in the following terms:—.

"The Honorable East India Company, placing the greatest reliance in the good faith and attachment of Raojee Appajee, dewan of the Guicowar state, and having in view to extend always their permanent protection to him and to his relations, have, for the purpose of his and their abode, granted to him from the beginning of the current year 1859 (June 1802), in inam, for himself, his son, and their or his children for ever, the village of Bhata, in the pergunna of Chowrasee, to the end that, entering on the possession thereof, he may appropriate its produce to his support.

(Signed) H. Shank,
Acting Political Secretary."

Dated the 6th June 1802.

Two days later, on the 8th June of the same year, Mr. Duncan passed a private engagement to Raojee Appajee, couched as follows:—

"It is the intention of the Government of Bombay, that the dewanship of Raojee Appajee, in the sirkar of Baroda, shall be permanent, and that his sons, brothers, nephews, relations, and friends shall be duly protected and supported by the Honorable Company in their just rights; and if the Guicowar, Sena Khaskhel Shumsheer Bahadoor, or anybody else, should unreasonably treat them ill or offer any undue molestation, the

Company will protect them by interfering on their behalf, in witness whereof I have hereunto put my hand and seal at Cambay, this 8th day of June, in the year of our Lord 1802.

(Signed) J. DUNCAN."

Mention is also made of Raojee Appajee in the 10th article of the agreement concluded between the Resident at Baroda and Annund Rao Guicowar, dated the 29th July 1802, as follows:—

"*Tenthly.*—Conformably to Major Walker's suggestions and wishes, the articles contained in this declaration were written, and to which I have given my assent. But in the event of evil-disposed persons attempting anything unfair or unreasonable against my person, by Dewan Raojee Appajee, his sons, his brothers, nephews, relations, and Mahadow Rao Tatia Mujmoodar, or even should I myself or my successor commit anything improper or unjust, the English government shall interfere and see in either case that it is settled according to equity and reason."

I have also required of Major Walker, on the part of the Company, to promise that my state and government shall be permanent, and descend to the lineal inheritors of the musnud, and that the dewanship shall be preserved to Raojee Appajee.

Raojee Appajee died on the 8th July 1803; having no sons, he was succeeded by his nephew Seetaram Chimnajee, who had been adopted by him; he was

formally installed as dewan on the 8th of the following month. Shortly afterwards, a conspiracy in which Annund Rao Guicowar himself, under the instigation of his favourite wife Tuktbaee, was engaged, was set on foot for the overthrow of Seetaram's ministry, but the latter received the support of the Resident, and about 800 of the conspirators were arrested.

Subsequently the Resident, Colonel Walker, proceeded to an investigation of the expenses of the state, and to a reform of the different departments. During their progress, it was discovered that Seetaram Raojee was incompetent to the discharge of his duties, and it was therefore resolved that his uncle Bapoojee Appajee should be called upon, in conjunction with Futteh Sing Guicowar, the heir-apparent, to assist in the administration. Two of the wealthiest bankers of Baroda were at the same time appointed Government potedars under the British guarantee. Seetaram soon became jealous of the new administration : he deputed his brother Succaram to Bombay to endeavour to thwart the Resident, and finding this mission ineffectual, he wrote letters upbraiding the Bombay and Supreme governments with breaches of faith, and when called upon by the Resident in April 1808 to substantiate his charges, he complained that in the 8th article of the agreement of the 29th July 1802, the Company guaranteed that the dewanship should be permanent and hereditary in Raojee Appajee's family, and that the "administration of the affairs of the Guicowar state was conferred on Raojee by Annund Rao Guicowar hereditarily, excluding all participation." Colonel Walker, in his report to Government of the 5th September

1808, conclusively showed that Seetaram had no claim to the hereditary dewanship; that it was founded solely on the unsatisfactory manner in which the 10th article of the engagement of the 29th July 1802 had been rendered into the Mahratta language; and that Seetaram wished to construe a very equivocal expression designedly introduced into the Mahratta version into a formal engagement between the two Governments to continue the dewanship to the descendants of Raojee Appajee.

Directly the discrepancy was discovered it was formally pointed out by the Resident to Seetaram, and the latter was informed "that the Honorable Company could not conceive itself bound by his construction of a condition absurd in its consequences and inconsistent with the utmost latitude of our engagements with the Guicowar state."

Subsequently Seetaram discovered that it was no use attempting to pursue the matter, so that when Colonel Walker produced before him two Mahratta versions of the 10th article of the engagement of the 29th July, one strictly liberal, and the other with the sense amended according to the English text, but the idiom preserved, and was told to select which he liked, he accepted the one most agreeable to the Resident.

In the following year, A.D. 1809, the Governor of Bombay formally declared to Seetaram Raojee that the office of dewan was not hereditary in his family. Babajee Appajee, the real minister, died on the 10th November 1810, and was succeeded by his son Withul Rao Babajee. In the following month Seetaram, who was still titular minister, and possessed of

many of the emoluments of the office, endeavoured to regain his former dignity, but finding his effort fruitless, he became in 1812 party to a conspiracy set on foot by Kanojee Rao Guicowar, which had for its object the subversion of Annund Rao and Futteh Sing's government. The plot was however discovered, and Kanojee Rao seized by the Resident's orders and transmitted to Bombay, where he was allowed a pension as a state prisoner. In 1814, Seetaram sent an agent to Poona to thwart Gungadhur Shastree, who had proceeded on a mission to that place from Baroda, under British guarantee, to attempt a settlement of accounts between the Peshwa and the Guicowar. Gungadhur Shastree was subsequently murdered by the Peshwa's orders, and there was reason for believing that Seetaram was fully cognizant of the intended atrocity. It was also generally credited that he intrigued with the Peshwa's officers at Ahmedabad who were reported to be levying troops for his restoration to office. A guard was therefore placed over his house, and after the murder of Gungadhur Shastree, his confinement was made still more strict. He was soon after exiled to Nowsaree.

On the 21st March 1816, a new sunnud was granted by Annund Rao Guicowar to Seetaram Raojee, of which the following is a transcript:—

"Whereas the late Raojee Appajee, father of Seetaram Raojee, served our late father, His Highness Govind Rao Guicowar, with undeviating zeal and fidelity for many years, therefore we feel it incumbent on us to provide for his family. In this feeling, our government granted a nemnook of 40,000 Rs. per annum

from the year Sumvut 1865; but as this does not appear sufficient for the respectability of this family, therefore, out of our high regard for the virtues of the deceased, we grant Seetaram Raojee a further nemnook of 20,000 Rs., making the whole to be 60,000 Rs. for domestic expenditure, to be annually given by this sirkar for the respectability and comfort of the family. Let him therefore discharge his duties to the sirkar, and enjoy the above nemnook of 60,000 Rs. per annum; and whereas the said Seetaram Raojee was pledged to pay the sum of 30,000 Rs. per annum to liquidate the loan of 1,10,000 Rs. borrowed from the firms of Mungul Sukeedass, Hurree Bhugtee, Myral Narrayen, and Koosalchund Ambeydass, bankers of Baroda, yet the payment of so large an instalment pressed upon his resources: it is now stipulated that from the current year the instalment shall be diminished to 20,000 Rs. for his greater convenience.

The following are the heads under which the above nemnook of 60,000 rupees per annum is to be paid:—

The village of Sahdly, in the Sinnore pergunna, and Butwa, in the Ahmedabad pergunna, total amount of both	Rs. 23,000
Honorary escort to be granted to the family out of the sirkar sebundies to the extent of amount of pay per annum ..	6,000
Stipend payable at the end of the year out of the potedary former grant.....	11,000
Additional grant now made	20,000
Grand total	Rs. 60,000"

Thus in spite of all Seetaram's misconduct and

intrigues, both against his own and the British governments,—in spite too of his being exiled to Nowsaree, the reigning Guicowar was weak enough to grant him an increase of Rs. 20,000 over and above the emoluments enjoyed by his father as managing minister of the state.

On Syajee Rao's accession to the throne in 1819, Seetaram was at that prince's solicitation permitted to return temporarily to Baroda, and finally Government allowed him to remain permanently there, at the earnest request of Syajee, on the understanding that he was to take no part in the administration. His son Narayen Rao had however, with the permission of Government, been previously installed as "sicca-nuwees" or holder of the Government seal attached to all official papers.

In the month of March 1820, Mr. Elphinstone, then Governor of Bombay, visited Baroda to arrange several matters with the new Guicowar. The fifth subject of discussion regarded the appointment of a minister. Syajee Rao was desirous of removing Dackjee Dadajee, who was at that time minister, and of re-appointing Seetaram as his successor. Mr. Elphinstone objected to the latter part of this proposition on account of the incapacity of Seetaram for the office, his known character for intrigue, and the established fact that he had for so long a period placed himself in opposition to the British government, and been so connected with its enemies as to prevent that Government from reposing any confidence in him.* The Guicowar then asked, that he should be taken upon trial, but to this request Mr. Elphinstone refused to accede.

Seetaram Raojee died on the 11th August 1823, and was succeeded in the emoluments, though not in the power of the office, by his son Narayen Rao Seetaram, who was nominally hereditary dewan of the Guicowar state. In reporting Seetaram's death to Government, Mr. Willoughby, who was then in charge of the Residency, presumed that in virtue of the treaties entered into with the Guicowar government in 1802 and 1805, the situation and allowances enjoyed by Seetaram would devolve to his surviving son on the same footing that the former held them, but that the office of "siccanuwees" was resumable at His Highness the Guicowar's pleasure.

In their reply of the 20th July 1824, Government pointed out that Mr. Willoughby had omitted to advert to the correspondence which took place on the subject in 1808, when it was formally declared to Seetaram, and acknowledged by him, that the office of dewan had been secured by treaty to Rowjee Appajee, but not made hereditary in the family, as the original Mahratta version implied; but that under all the circumstances of the case, Government was of opinion that the allowances should be continued to Seetaram's son, but that the declaration of the nullity of the Mahratta version, which was made to Seetaram, should be repeated in the most explicit terms to his son.

Narayen Rao Seetaram died in 1837, leaving an infant son, Gunput Rao Narayen, who died in 1842, aged six years. During his lifetime he enjoyed the nemnook of Rs. 60,000 per annum, and a sum of Rs. 3,037½ granted to his father in the year 1831 by Syajee, for the maintenance of a paga of 15 horse.

Narayen Rao left two widows, by name Luxmee Baee and Eesooda Baee. On the death of the son of the second wife, the ladies immediately sent up a message to the Resident, requesting a visit of condolence and to arrange about the adoption of an heir. The Resident refused to visit them on these terms, and Government, in reply to his report on the subject, decided that it would rest with His Highness the Guicowar to admit or not of an adoption in this case, as His Highness might see fit, but that no interference was to be exercised by the Resident.

Previous to Gunput Rao's death, the Resident had been called upon by Government to furnish a detailed report on the Baroda bhanderies. On calling on the representatives of the family for any sunnuds they might possess, they presented Mr. Boyd with a spurious document, professing to be the copy of a Mahratta letter passed by Mr. Duncan in 1802 to Raojee Appajee, in which it was mentioned that it was "the desire of the Bombay government that the dewanguree of Baroda, held by Seetaram Raojee, should be continued to his posterity from generation to generation." This document was evidently a forgery : Seetaram was not dewan in 1802, and the paper passed by Mr. Duncan to Raojee, which has been quoted above, was in English, and quite different in the essential point of an hereditary guarantee to the Mahratta version. More mention will be made of this below.

The nemnook of Rs. 60,000 per annum was discontinued by the durbar on Gunput Rao's death, and the two widows and mother of Narayen Rao were offered by

His Highness life-pensions of Rs. 3,000 a-piece, together with smaller amounts to their near relations, the whole sum proposed aggregating Rs.11,460 per annum. The elder widow, Luxmee Baee, was not content with this; so, after requesting the Resident's interference in vain, she petitioned Government that she might be allowed to adopt a son, and that a sum of Rs. 14,000 per annum might be allowed for her expenses. It was also at the same time mooted that the two villages of Ladhee and Ladlee (as mentioned above in the sunnud of 1816, granted to Sectaram Raojee, Ladhee having been subsequently exchanged for Butwa) were enamee, and that their proceeds should be enjoyed by the family. The two first propositions were negatived by Government in their letter of the 20th September 1845, but petitioner was informed that the decision as regarded the villages would be subsequently communicated. On the 22nd May 1845, Mr. Ogilvy, who was in charge of the Residency, evidently in ignorance of the sunnud of 1816, gave it as his opinion that the villages were enamee and the private property of the family. In 1846, Sir R. Arbuthnot submitted a report on the same subject. He too was ignorant of the sunnud of 1816, and gave it as his opinion that the villages were granted to Raojee Appajee soon after he was appointed dewan in A.D. 1793. He reported further that the question was of little importance, as the villages had been mortgaged to Baroda bankers, and their revenues could not therefore be made available for any increase of pension to the widows; and he recommended that matters had better remain as they were, lest if it should be insisted that the villages were granted in enam,

the Guicowar might choose to withdraw the allowances he had already assigned for the support of the ladies.

The claims of the widows remained unsettled till the year 1850. In the meantime they sent constant petitions to Government and the Resident, and not being able to agree even amongst themselves as to what arrangement of their affairs should be come to with the Guicowar, they quarrelled and separated. The younger widow, Eesooda Baee, died on the 19th August 1850. On the 29th idem the Bombay government, in forwarding a despatch from the Court of Directors of the 12th June, deciding that the widow's claim to the two villages was untenable, directed the Resident to use his best endeavours to obtain from His Highness the Guicowar some increase to the provision of Rs. 11,460 per annum assigned for their support. Colonel Outram in his reply again adverted to the death of the younger lady, and reported that even deducting her pension of Rs. 3,500, the remaining members of the family still shared a sum of Rs. 10,900 amongst them, and he requested to know if under the circumstances he should press any increase of the pensions on the consideration of His Highness. Government, in their reply of the 9th November, considered that the sum granted was very insufficient with reference to the great services performed by Raojee Appajee for the British government, and directed the Resident to again urge the claim of the family on His Highness the Guicowar, with an intimation that it would redound to his credit were he to increase the scanty stipend allotted for their maintenance, and that the measure would be highly gratifying to the British

government; and Government expressed a hope that His Highness the Guicowar would at least continue the allowance which Eesooda Baee received to the surviving members of "this greatly reduced family."

Colonel Outram, in his reply of the 14th December, stated that the family were more liberally provided for than he had anticipated, and that the members altogether received Rs. 11,300 per annum in addition to the rent of certain shops and produce of gardens and grass lands, besides other perquisites, and trusted that Government would be satisfied that due liberality had been displayed towards the family. Both the Government of Bombay and the Court of Directors approved of the arrangement as thus reported.

In 1852, the Bombay government resolved on the resumption of the village of Bhata in the Chowrasee pergunna of the Surat collectorate, paying to the surviving widows in equal proportion pensions equal in the aggregate to the annual net proceeds of the village, each share being resumed on the death of the incumbent; but subsequently modified this decision so far as to resolve that no part of the allowance should be resumed until the demise of all of them. The village had already been held under attachment for nine years previous to 1852, and after a lengthened correspondence, the net revenues for that period, amounting to Rs. 28,885-15-2, were forwarded to the Residency for division among the widows. A portion of this, amounting to Rs. 6,197-15-3, was credited to the estate of Eesooda Baee as the share she was entitled to up to the date of her death, and as her affairs were very much involved, it was determined to appropriate

the money to the liquidation of her debts. A puncha-yet accordingly assembled at the Residency in November 1855, to investigate and report on the claims advanced by the creditors, and a dividend of Rs. 47-0-3 per cent. was ultimately sanctioned to be paid in full of all demands.

Colonel Outram included the above-mentioned case in his report to Government on the bhanderies of the 8th May 1854, and recommended that the guarantee should be considered as lapsed on the grounds that it was not hereditary, and because the family had fraudulently presented a fictitious paper to Mr. Boyd when he was preparing his bhandery list in 1840, as mentioned above. The Government of India, in their reply of the 21st January 1856, decided that a great fraud had been committed, and that the real engagement, in which nothing was pledged to heirs and successors, terminated on the death of Seetaram Raojee in 1823.

This case is a good example of the many evils inherent in the system of guarantee, and of the way in which Government officials were wont to go far beyond the strict letter of our engagements. As long as 1808 it was defined that the guarantee, as far as the dewanship was concerned, was not hereditary, and yet in spite of this, and of the repeated and glaring misconduct of Seetaram, his son was confirmed in the emoluments of the office on his death in 1823, and these allowances were continued to his grandson on his son's death. For years too after the male line was extinct, the females of the family pestered Government regarding their nemnook, and a vast amount of correspondence was created on

the question between Government, the Residency, and the Durbar. The matter is, however, finally disposed of now, and the guarantee has lapsed.

No. 3. Mulhar Rao Guicowar.

A third case in which our guarantee was given previous to the capitulation of the Arabs, is that of Mulhar Rao Guicowar.

This individual was first-cousin to Govind Rao Guicowar, who died in A.D. 1800 in the struggles which ensued for succession. Mulhar Rao set himself up in opposition ostensibly to the minister Raojee Appajee, but in reality against Annund Rao Guicowar. He took the fort of Veesanuggur from Annund Rao, and as the Guicowar was too weak to coerce him himself, he solicited our interference. A force of 1,200 men was placed under the orders of Major Walker early in 1802, and that officer (who had been appointed Resident) moved at the end of February of that year with a subsidiary Guicowar force against Mulhar Rao. The latter feigned submission, but on the 4th March, when it was supposed that he was treating for terms, he suddenly fired on the British force, and treacherously imprisoned Captain Williams and Soonderjee Sewjee, who at his request had been sent to treat with him. The Baroda contingent behaved so badly on this occasion that a reinforcement of British troops was called for.

Major Walker having been joined by two divisions of troops, Mulhar Rao's force was attacked on the 30th April and driven with great loss into the fort of Kurree. Mulhar Rao immediately released Captain Williams and Soonderjee Sewjee, and on the 3rd May he

entered the British camp and threw himself on the mercy of the British. Kurree was immediately evacuated, and Veesanuggur, Deogaum, and Kuppurwunj were surrendered shortly afterwards.

Arrangements were then entered into for Mulhar Rao's maintenance, and His Highness the Guicowar consented, with a great deal of difficulty, to assign him a Jagheer from the pergunna of Neriad.

On the 2nd June 1802, Mulhar Rao wrote as follows to the Governor of Bombay:—

"Having through my misfortune fallen into a warfare with the state of Baroda, and been defeated by the army of the said state, assisted by the arms of the Honorable English East India Company, I surrendered myself on a promise of security to my life and honour, since which the government of Baroda hath, at the instance of the Governor of Bombay, on the condition of my sending for my family and abstaining from all direct or indirect disturbance or conspiracy against either state, made the following provision for me, viz. that out of the pergunna of Neriad (which is the ancient seat and abode of my predecessor) a jaedad of a lac and a quarter of rupees be assigned and committed to me for the support of me and my children, family, and brothers; wherefore I agree and give in writing that, exclusive of watchmen, not to exceed 200 men, and a due proportion of sebundy to make my collections, I am not to entertain any troops whatever, hereby consenting that the officers of the Sirkar of Baroda and of the English gentlemen may at any time after ascertaining the fact cause any excess in my establishment as above mentioned to be dismissed. Neither am I ever to erect

any fortification, but to demean myself, as shall my son, brothers, and followers, in all respects as becomes a true well-wisher of both states, without any deviation or difference whatever. As my securities, in which respect Major Walker, on the part of the Honorable Company, and Meer Kumaloodeen Hooseinkhan, have at my instance engaged their responsibility, and likewise undertaken to be the guardians of my rights under this deed and engagement; and should there prove any deficiency in the jaedad of 1,25,000 Rs., those gentlemen only interposing with the officers of the Baroda government to cause it to be made up. Besides this, if, after experience had of my good behaviour and the sincerity of my heart, and there thence remaining no doubts respecting me, it should ever please Annund Rao Sena Khasskhel Shumsher Bahadoor, with the approbation of this Government, to make any increase in the present provision for me, I shall have cause to be thankful on that account."

On the next day, Mulhar Rao wrote to Annund Rao Guicowar:—

"*After Compliments.*—Having been indebted to you in money, and having bahandurs or securities between us, I have created a dispute with you, and after entertaining forces, have taken your fort of Vesanuggur, and occasioned disturbances in your country, and there ensued a battle with Babajee Appajee.

"This induced you to solicit the assistance of the English Company Bahadoor. The Honorable J. Duncan, Bahadoor, proposed to me a peaceable adjustment, which I did not attend to. Wherefore the English, in prosecution of their support to you, have taken

from me the fort of Kurree and all the territories belonging to me, and delivered them to your sirkar, and for yourself made a provision of 1,25,000 Rs. per annum from the pergunna of Neriad, which has been given me through his Honor's means, which I shall accept, and, together with my son, family, and brothers, will behave to you peaceably. With regard to my conduct, the Honorable the Governor hath satisfied you, and according as he has thus signified, so shall we conduct ourselves peaceably without deviation. This jagheer, which has been given me for the maintenance of my family, I shall enjoy and remain contented with it. I have no sort of claim on you respecting my former places; but if, in conformity to my engagement, I shall continue to conduct myself peaceably according to the Governor's order, you will get my jaedad a little increased from the sirkar.

"Major Walker, on the part of the English East India Company, and Meer Kumaloodeen Hoosein Khan are my bahandurs or securities, for the purpose of this writing.

(Signed) Meer Kumaloodeen Hoosein Khan,
as guarantee.
Major Walker, as guarantee."

The following is the sunnud granted by Annund Rao to Mulhar Rao Guicowar, on the 8th June:—

"*After Compliments.*—The following are the articles for the management of the villages given you from the sirkar as a jagheer. The pergunna of Neriad to the value of 1,25,000 Rs. for your expense and the maintenance of your family, viz:—

"1. The pergunna of Neriad shall never experience any imposition of the exaction of labour, being bandry, or other articles whatever.

"2. The rule respecting hay, &c. will be continued to you as it is usually observed in that pergunna.

"3. In case of your being oppressed by the coolies or mehwassees, and if you cannot overcome such difficulties yourself, a force shall be sent agreeably to your requisition, and these evils shall be thereby removed.

"4. Your relations and friends at Kurree shall never experience any molestation, provided they conduct themselves peaceably.

"5. You may receive from the pergunna the 1,25,000 Rs. in the manner directed by this deed.

"6. In case of any calamity, accident, or damage falling to the pergunna, a due allowance or credit will be given on examination of its accounts. The foregoing six articles shall be complied with by the sirkar, for which Major Walker, on the part of the English East India Company, and Meer Kumaloodeen Hoosein Khan Bahadoor, are given as guarantees and mediators."

The collection of the Honorable Company's share of the pergunna of Neriad was at the same time entrusted to Mulhar Rao, Vukutchund Kooshalchund, a wealthy banker, being security for the first year.

Mulhar Rao had, however, no intention of remaining quietly in Neriad; he evaded sending for his family from Drangdra as he had stipulated, and on the morning of the 4th December fled to Limree, on the borders of Kattywar. The chief of that place refused to give him an asylum: from thence he went to Morvee, in the north of Kattywar, where he was joined by a natural

brother, Hunmunt Rao Guicowar (who had taken refuge in Kutch), with a small body of men, and with them he moved to Drangdra to assist the Desai of Patree, who was being besieged in his fort by the Moolukgeree Guicowar army under Babajee; but Wittul Rao Dewajee being detached against him with 600 horse, an action ensued, in which Mulhar Rao was defeated, and forced to retreat; he moved through Jaitpoor, Gondul, and Mangrole to Dharee, and thence, with the assistance of the Cusbattees of Umreilly, possessed himself of that town. Babajee again detached a party of 1,000 horse under Wittul Rao Dewajee against Umreilly, and Wittul Rao, in spite of his inferiority of numbers, attacked and drove him out of the town; following up his victory, he again attacked and defeated him near Koondla, after a march of 25 miles, and nearly made him prisoner. Mulhar Rao fled to Bhownuggur, and embarked on board a vessel, after depositing his elephants and guns with the Thakoor of the latter place. He did not however proceed on his voyage, but disembarking, wandered into the jungly hills of Palitana, where his retreat was discovered, and he and his son seized on the 21st October 1803 by a party of Babajee's horse under Wittul Rao Dewajee. They were placed in confinement in Ahmedabad, and subsequently, at the interference of the British Government, removed to Bombay, where they were placed under the surveillance of the Town Major.

On the 18th June 1807, Annund Rao concluded the following arrangement for Mulhar Rao's maintenance:—

"Mulhar Rao excited a disturbance with this

government, and the English government having come to our assistance, caused us to give him a jagheer of Rs. 1,25,000 a year in the pergunna of Neriad; afterwards Mulhar Rao joined in the disturbances of the Arabs, Kanojee Rao, &c. and raised a revolt in Kattywar; he was defeated, and he and Khundey Rao his son were confined in Ahmedabad. The English government afterwards sent for both to be imprisoned in Bombay. Governor Duncan then suggested, through Major Walker, that arrangement should be made for their support. We therefore settled a nemnook upon him and his family of Rs. 50,000 per annum, commencing from Sumvut 1864 (A. D. 5th June 1807), as per the following detail:—

To Mulhar Rao himself.....	Rs. 15,000
Khundey Rao	„ 35,000
Total..	Rs. 50,000"

Khundey Rao died in 1812, on which occasion a sum of Rs. 18,000 was deducted from the allowances paid to the family; but in 1814, when a number of the illegitimate branches of the family came to Baroda from Bhooj, a sum of Rs. 10,000 per annum was assigned for their support by Futteh Sing Guicowar, and was paid through the medium of Sugoonabaee, the principal concubine. She died in A.D. 1819, and a dispute arose amongst the survivors regarding the equitable distribution of the amount. In the following month, the Resident was instructed to intimate to the Guicowar the wish and expectation of Government, that the money should be divided in the same proportions as formerly, but that it need not be paid from the Residency if such had not

been the custom. No interference has consequently been exercised regarding these pensions, and they have gradually died out and been discontinued by the durbar.

Mulhar Rao, after his arrival in Bombay, led a life of spendthrift sensuality. His expenditure greatly exceeded his income. In 1814 his debts, with interest, amounted to Rs. 34,367; in 1817 to Rs. 43,302. The Guicowar government paid in 1816 Rs. 33,285 in part payment of these debts, and in the following year remitted a further sum of Rs. 15,000 for the same objects, intimating at the same time through the Resident its inability to give any further assistance towards answering Mulhar Rao's extravagances. In 1818 the Bombay Government intimated to Mulhar Rao that none of his debts beyond those already authorized to be liquidated would be paid, and his creditors were warned to the same effect. In 1819 Mulhar Rao incurred fresh debts, and some of his creditors then threatened to imprison him. An appeal was made to the Guicowar, but he refused to interfere.

This disreputable member of the family died on the 23rd May. The surviving members of his family continue to draw pensions as follows from the Residency on presenting orders from the durbar:—

	Per Annum.
Mhalsabaee, widow of Gunput Rao Guicowar	Rs. 1,200
Pritiraj Hunmunt Rao, Guicowar's grandchild	„ 900
Chundrabaee, Mahadeorao's daughter.	„ 900
Limbajee Rao.....	„ 1,200
Total..	Rs. 4,200

These are only life pensions, and will lapse on the respective deaths of the present incumbents.

No. 4. Pecuniary advances by Baroda Bankers.

We now come to the engagements entered into at the time of the expulsion of the Arabs in 1802. The bhanderies were of two descriptions: personal, securing protection and freedom from molestation to banking firms or individuals; and for property, guaranteeing their possession or the repayment of loans taken up from them by the Durbar.

It was mentioned above that, in order to pay up the arrears of the discharged Arabs, it was necessary to advance the Durbar a loan of about 20 lacs of rupees, half of the amount by the British government, and half by the Baroda bankers on the guarantee of the former. In December 1802 this loan was raised. Government furnished 10 lacs from Bombay, and 4 shroffs, namely, Hurree Bhugtee, Samul Bechur, Mungul Sukeedass, and Argoonjee Nathjee Turwaree, the balance, amounting to Rs. 12,48,000, making a total of Rs. 22,48,000. For the repayment of this the revenues of portions of His Highness' territory were assigned as follows:—

Pergunna Baroda.....	Rs.	6,00,000
Do. Petlad	„	3,00,000
Do. Ahmedabad	„	1,00,000
Customs of the City of Baroda....	„	75,000
Do. Seemore or Kurree	„	1,50,000
Do. Koralee	„	25,000
Do. Rajpeepla	„	45,000

In September 1803, a further loan of Rs. 12,35,000 was raised under British guarantee from Kooshalchund Ambeydass, to pay off expenses incurred by the British government, and ready money advanced by them during the war with Mulhar Rao. For the repayment of this loan also certain revenues in the Surat Attavesee were assigned. In October 1803, a further loan of Rs. 9,23,600 was advanced under British guarantee by Samul Bechur and Mungul Sukeedass for the total discharge of the Arabs; and for the repayment of this sum, the same revenues were assigned as those for the liquidation of the 22 lacs, to commence when the latter was cleared off.

In August 1803, a sum of Rs. 8,16,750 was advanced by Hurree Bhugtee, Mungul Sukeedass, Samul Bechur, Kooshalchund Ambeydass, Ruttonjee Khandass, Vuckut Shashet, and Myral Narayen, to pay off the arrears of the Scindee Seebundy who had established a Dhurna on Raojee Appajee; for the repayment of this, certain revenues of the year 1803-4 were assigned.

In the same year a warrat or order for Rs. 75,000, upon the anticipated tribute from Kattywar was given under the Company's guarantee to pay off the arrears of Doomsay bin Alee Silladar.

A similar order for Rs. 87,500 was granted to Dewaram Jewary, a Surat merchant, in liquidation of a debt due to him by the Durbar.

In the same year a loan of 3 lacs of rupees was advanced by Samul Bechur and Myral Narayen to settle the commissariat accounts; and for the liquida-

tion of this, the revenues of Puttun, Veesanuggur, and Wurnuggur for the year 1805-6 were assigned.

Thus in one year a sum of no less than Rs. 55,85,851, exclusive of 10 lacs furnished by the British government, was advanced by Baroda bankers to meet the exigencies of the state, and we became answerable that this large amount was duly repaid from the stipulated revenues.

On the 26th November 1808, the Resident reported that the balance of the whole of the loans, of which the the payment had been secured on the bhandery of the Honorable Company, had been reduced to a sum of Rs. 12,55,893, and that several of the loans had been clearly liquidated, and the bhandery seals removed; at the same time the balance due to the British government on account of loans advanced by them amounted to Rs. 20,10,063.

In 1807, however, it had been found necessary to raise a new loan of Rs. 71,26,733 to discharge the arrears due by the state on account of military and other expenses. This sum was advanced by the undermentioned bankers:—Mungul Sukeedass, Samul Bechur, Arjoonjee Nathjee Tirwaree, Purboodass Shet, Hurry Bhugtee, and Myral Narayan. The repayment with interest was secured by orders issued under the guarantee of the Resident on the anticipated revenues of the state to the amount of Rs. 34,63,853 per annum, and Major Walker expressed his firm expectations that six years from the date on which he wrote, or in 1814, the Baroda government would find itself released from debt, efficient and respectable in its establishment, and in the enjoyment of a larger

surplus revenue than any state in India. These anticipations, from a variety of causes too numerous to be mentioned here, were not realized.

In 1812, the Guicowar debt to the British government was extinguished, and the government of Bombay proceeded "to deliberate on the highly important question of gradually detaching ourselves from that intimate and internal interference in the details of the Guicowar affairs" which had hitherto been necessary, and, after calling for accounts and reports, close the deliberation by directing the Resident to give his attention to the negotiation of a commercial treaty; this was never executed.

On the 6th February 1817, Captain Carnac, in reporting on the financial position of the Baroda state, expressed his opinion that, notwithstanding the serious disturbances which had prevailed in the country, the inconveniences resulting from the Peshwa's resumptions, and the extravagant expenditure on account of the mission to Poona, the state might be expected to be relieved of its pecuniary difficulties in the year 1819. He explained that at the end of the year 1816 the liabilities amounted to Rs. 94,19,654, but that, through the influence of Dhakjee Dadajee the minister, the claims for interest had been reduced to 6 per cent. per annum, diminishing the debt by the sum of Rs. 39,21,963, and leaving it at the amount of Rs. 54,97,690. Dhakjee Dadajee, Hurree Bhugtee, and Myral Narayen also became state potedars or bankers for 5 years at a reduction of interest to 9 from 12 per cent. per annum. These favourable anticipations were found in 1819 to have been delusive. Syajee Rao had become

indebted in a sum of 60 lacs to the potedars, and the Resident proposed to reduce the annual expenses of the Guicowar military establishment. This proposal was however negatived by Government.

In 1820 Mr. Elphinstone, the Governor of Bombay, visited Baroda, and in the course of his conferences, discovered that the total debts of the state amounted to the sum of Rs. 1,07,66,297. Loans for the liquidation of this sum were raised from six of the principal bankers of Baroda under the guarantee of the British government, the Guicowar engaging that they should be repaid with interest at the different rates which had been agreed on, in annual instalments of 15 lacs of rupees. The Guicowar was at the time warned by Mr. Elphinstone that if, from any cause whatever, the arrangements made for ensuring the stipulated payments were to fail, it would be absolutely necessary for the Company once more to take the entire management of the country into its own hands, and that the Government would not have the least choice in adopting that measure.

In spite of this warning, the instalments were very irregularly paid, and on the 10th September 1825 Mr. Willoughby, who was then in charge of the Residency, reported that, notwithstanding the payments made, the debts of the state had increased to Rs. 1,33,81,389. Mr. Williams in the following year urged upon Syajee Rao retrenchment and reforms in the administration, and that he should appropriate to the reduction of the guaranteed loan a sum of upwards of half a crore of rupees, which he was reported to have accumulated by means of private collections.

After considerable discussion, the Guicowar consented to farm his districts in septennial leases, under the British guarantee, but he soon, as was the wont of Syajee Rao, broke through his engagements, infringed the leases and the guaranteed potedaree, so that Government was necessitated, in order to carry out its guaranteed obligations, to sequester part of His Highness' districts, which it did under the following proclamation of the 28th March 1828:—

"Whereas His Highness Syajee Rao Guicowar, unmindful of the friendship which has so long existed between the British government and the state of Baroda, and disregarding the repeated and solemn remonstrances which have been made to him by the British representative at his Court, has, under the influence of wicked and designing persons, openly and deliberately violated engagements which had been concluded for the sole benefit of the state, with His Highness' full knowledge and concurrence, and sanctioned by the guarantee of the British government; and whereas all endeavours to persuade His Highness of the danger to which he was exposing himself by persevering in such conduct have failed of producing the desired effect, the Governor in Council has at length been reluctantly compelled to adopt decisive measures for the vindication of its violated faith and insulted honour, and to take into his own hands the means of providing for the full and satisfactory repayment of all claims, for the liquidation of which the British government are guarantee.

"The conduct of His Highness Syajee Rao would have fully justified the British government in declaring

existing treaties at an end, and in treating him as in a state of open hostility with the British government; but having no views of aggrandizement or self-interest, and being solely desirous to uphold the integrity of its faith, it has determined to limit itself to the most moderate course it could adopt consistently with the claims of those it has guaranteed, not that the conduct of His Highness entitles him individually to consideration, but because the British government is anxious to evince its regard and consideration for the Guicowar family.

"Acting upon this principle, the Governor in Council limits himself to the measure of placing under temporary sequestration the following resources and territories of the Guicowar, viz:—

Pergunna Pitlaud.
Ditto Byul.
Ditto Kuree.
Ditto Dubhoy Bhadurpoor.
Ditto Sinnore.
Ditto Amrolee, Damnuggur, and Seeanuggur.
Tribute Katteewar.
Ditto Mahee Caunta.
Ditto Rewa Caunta.
Ditto Rajpeepla.
Ditto Oodeypoor.
Ditto of Tributary Sunkheira villages.

"The Governor in Council deems it necessary to declare, in the most explicit manner, that the only object of such sequestration is to enable the British government to satisfy the just demands of the creditors who

hold its guarantee under the septennial arrangements concluded by His Highness in 1826.

"The occupation of the territory included in this sequestration being only temporary, as little change as possible will be made in its administration, it being intended to restore the territory as soon as the purpose for which it is assumed has been fulfilled. The British government, notwithstanding the conduct of His Highness Syajee Rao, has too great a regard for the family of the Guicowar and the ties of friendship which have so long bound the two states to complete the permanent alienation of one beega of its dominions.

"The above sequestration has in view only the fulfilment of the pecuniary engagement made with the bankers under the guarantee of the British government; but when that object has been attained, it will remain for the British government to consider the reparation which may be due to itself for the expenses to which it has been exposed by the conduct of His Highness; to take ample security against any future violation by that prince either of the terms of the treaties with the Guicowar state or the pledges and guarantees it has given to individuals.

"This proclamation is therefore promulgated for general information, in order that the motives of the British government may be fully understood.

(Signed) JOHN MALCOLM."

In November 1831, the Resident at Baroda furnished Government with a statement showing that the debts of the Baroda state, in which the Bombay

government was interested, amounted to the sum of Rs. 1,28,42,826, and at the same time intimated that it was Syajee Rao's earnest wish that Lord Clare, who was then Governor of Bombay, should pay His Highness a visit at Baroda to settle all points in dispute. That nobleman immediately complied. He paid a short visit to Baroda in November 1831, and again returned in March in 1832. In the conferences that followed, the first subject of discussion was regarding the liquidation of the debt due to the bankers at Baroda under the guarantee of the British government. Lord Clare found that both the bankers and Syajee Rao were willing to come to a settlement of their accounts, and consequently thought it better to let the parties settle the business between them in their own way, without any interference on the part of the British government. It was accordingly arranged between the Guicowar and the bankers to their mutual satisfaction. In order to make up the required sum, His Highness produced about 15 lacs of his own private treasure. When the matter was arranged, the bankers, by name Gopal Rao Myral, Ruttonjee Khandass, Hurree Bhugtee, and Ruttonjee Manickchund, were summoned by the Governor, and in his presence declared that a fair and satisfactory payment had been made of their guaranteed debts; that they released the Company from their bhandery, and had no further claims of a pecuniary nature against the British government. The deeds were subsequently cancelled in the presence of His Highness Syajee Rao, thereby bringing to an end a long continued source of irritation between the two governments.

No. 5.
Khandass Patell and Bhychund Desai.

The first guaranteed case transferred from the Arab jemedars to the British government to be noticed, is that of Khandass Wagjee, Patell of Durropoora, and Bhychund Khoosalchund, Desai of Baroda. These individuals obtained in A.D. 1775 a 28 years' lease of the farm of the districts of Padra, Baroda, and Wusravee from the Durbar. In 1794 A.D., Govind Rao, the reigning Guicowar, dispossessed them of the management of these districts, and as was usual in such cases, called upon them to render an account of their administration, with a view of extorting a nuzzerana from them. In consequence of this demand, they fled for refuge to the district of Jumboosur, then belonging to the Peishwa, and remained there a year under the protection of the Peishwa's Sursooba. Finally in 1795 the Baroda government gave them a safe conduct, and on their paying a nuzzerana of a lac of rupees, they received a purwana of settlement from the Guicowar, in which they were granted—1*st* a permanent assignment of Rs. 1,650 per annum, on the Baroda pergunna; 2*nd*, they were promised a fair settlement of their accounts; 3*rd*, their property, of which they had been dispossessed, was returned to them; 4*th*, their Pusaeeta lands were secured to them; 5*th*, they received security for the peaceable enjoyment of their ancient and acknowledged rights and possessions in the village of Durrapoora; 6*th*, they were promised the assistance of Government in the recovery of their debts due by private individuals; 7*th*, their register and account books were to be restored to them; 8*th*, ditto their property clandestinely appropriated by

individuals as far as it could be recovered; 9*th*, that they were to have the irrevocable security of the following jemedars for themselves, their agents, and relations: Raja Narrayen Rao Pandry, Aemanee, Hyder, and Nasir; and 10*th*, the parties, on making assurances of their duty and loyalty to the Guicowar government, were promised public employment on their faith and zeal becoming apparent. Attached to the paper granting these terms was the following purwana by Govind Rao Guicowar to the parties concerned, dated April 1795:—

"In former times the Government disputed your money account, and on that account you being fearful left the city of Baroda. Some time after this the Government issued a purwana recalling you, upon which you returned and settled your account, and gave you a separate memorandum containing 10 articles, which shall be strictly conformed to, for which bhandery is given you in the name of Narrayen Rao Raja Pandry, Aemanee Jemedar, Hyder Jemedar and Nasir Jemedar; after this no more notice shall be taken of the former dispute, for which perpetual bhandery is given."

The four jemedars abovementioned affixed their seals to this paper, and when three of them were dismissed in 1802-3, their seals were removed and their signatures erased, and the bhandery of the Honorable Company was substituted, Major Walker, the Resident, affixing his seal to the document.

No further dispute took place between the durbar and these individuals. In due course of time the

latter both died, and were succeeded by their respective sons, Bapoo Bhychund and Wassunbhye Khandass, and though the guarantee was not formally renewed, the heirs were considered at the time to be entitled to all its provisions.

In A.D. 1827, Mr. Willoughby, the Assistant in charge of Baroda, made a report on the case of these guarantees to the government of Bombay. He gave it as his opinion, "that the engagement could not be regarded as perpetual, except under certain limitations, one of which was, that its continuance in some measure depended on the conduct of the parties who held the pledge; and that as one of the individuals, Bapoo Bhychund, had been concerned in several of the intrigues that were going on in the Baroda court, he considered that he had justly forfeited all claim to our protection, more particularly as an impression appeared to prevail at Baroda, that however exceptionable the conduct of the parties holding our guarantee might be, our pledges were perpetual and irrevocable.

In their reply, Government informed the Resident that, before annulling the bhandery, it would be necessary to put the holder on his trial, and prove some act of hostility against the Guicowar or British government to justify such a measure, and that mere opposition to a proposed improvement, even if accompanied by secret conferences and intrigues, would not afford ground for recalling a pledge of this nature.

In 1829, Mr. Williams, who was then Resident at Baroda, furnished the family of Khandass Wagjee with a copy of the purwana granted in 1795 to

Khandass and Bhychund jointly, and attached to it the following endorsement in his own handwriting :—

"The family of the late Khandass Wagjee having, through their present representative, by name Wassunbhye, brought to my notice that the hereditary guarantee of the British government held by them is contained in a deed bearing Colonel Walker's seal, at present in the possession of Bapoo Bhychund, to whose family, in common with themselves, the said guarantee was originally granted, and having requested an authenticated copy thereof as an act of justice, and in consideration of several important services performed by this family and their principal goomashtas, by name Bhanabhye and Kakooba Pandoorung, both at Baroda and in Rajpeepla, to the advantage of the British government, I have affixed the Company's seal and my signature to this copy of the aforesaid guarantee taken from the Residency records, and which I should regard as equally valid with the original. The nature and obligations of this guarantee are recorded in a report to Government, dated the 11th September 1827, and will be found inserted in the list of guarantees granted by the British government, accompanying Colonel Walker's reports, dated the 29th March 1805 and 26th November 1808. It is the 9th and 43rd of the general list of these obligations, compiled at a later period by Mr. Willoughby, I sent to Government with my report on the affairs of Baroda, dated 31st May 1827.

"I am happy to avail myself of this opportunity to record the very high sense I entertain of the respectability, merits, and services of the firm of Khandass

Wagjee and their two principal goomashtas before mentioned, and strongly recommend them to the just countenance and protection of any public officer of the British government who may have intercourse with them, conceiving them to be highly deserving of notice and support.

(Signed) J. WILLIAMS,
Resident."

Baroda, 15th October 1829.

This endorsement is entered at full length, in order to show the fallacies that existed in those times regarding our bhandery engagements, and the facilities afforded by officials in renewing, and even going beyond our original engagements. Mr. Williams calls this an hereditary guarantee, whereas no mention is made of heirs in the purwana; and though the perpetual guarantee of the Arabs is given, it can only have been meant to remain in force as long as they remained in the Guicowar service. But more of this hereafter.

In the year 1822, a potedar or banking firm, guaranteed by the British government, was established in Rajpeepla, to manage the pecuniary affairs of that state in the name of Parikh Amurtaee Lulloobhai. There were five shares in the establishment, two of which were held by the firm of Khandass Wagjee. In 1846, the Raja of Rajpeepla complained against the potedar firm to the Political Agent in the Rewakanta, and claimed a large sum, amounting to lacs of rupees, from them. Three years subsequent to this, the Government of Bombay ordered that all money transactions with this firm should be stopped. On the 18th

May 1850, both parties entered into an agreement to settle their disputes by a punchayet, but on the members not being able to agree in their decision, a paper was passed by both parties on the 29th July of the same year, agreeing to abide by the decision of the Political Agent, assisted by Purshotum Khandass and Dulputram Nurrotum, and on the same day the claims of the Raja against the firm were fixed at Rs. 40,000, and a writing was then and there signed by Boodur Duneshwur on the part of the Raja, and Gela Narayan on the part of the potedar, that they were satisfied with the result.

Major Brown, who was then Political Agent, ratified this decision; but on his death, which occurred shortly afterwards, it transpired that when the claims of the Raja against the potedars were about to be investigated by a punchayet, the potedars gave a written agreement (entirely of course without Major Brown's knowledge), that if the claims of the Raja should be settled by the punchayet with the concurrence of the Political Agent for Rs. 40,000 or less, 10,000 should be paid by the former to an Agent of Duneshwur Wishwanath, the Raja's minister, and that then Duneshwur and the firm jointly applied to Major Brown to settle the case in conjunction with two people of their own choosing. These two persons subsequently stated, that they had only to announce an amicable settlement made by the parties, and that accordingly a decision was passed on the same day according to the Raja precisely Rs. 40,000.

It was subsequently discovered in 1855, that by the showing of their own account books, the firm was justly

indebted to the Raja in a sum of Rs. 1,86,442-14-3, and that the members had consequently conspired with the minister, by a bribe of Rs. 10,000, to deprive the Raja of nearly a lac and a half of money.

The minister Duneshwur was removed from the country, or rather was not permitted to return to it from Bombay, whither he had gone to complain, and the Political Agent was directed to withdraw his countenance from all parties composing the late Rajpeepla potedaree firm, preventing them as much as possible from having any transactions in the districts under his agency, and in every way marking the disapprobation with which their conduct was viewed by Government; he was also directed to recover the whole sum due by the firm to the Rajpeepla state.

In 1854 Sir J. Outram, in submitting his general bhandery report to the supreme government, commented on the joint guarantee enjoyed by the families of Bhychund. He pointed out that the fraud committed by the firm of Khandass Wagjee, as detailed above, would of itself have deprived them of any claim to consideration and protection the family might have possessed on the British government; but, independently of this, he considered that the guarantee should have ceased on the demise of the two persons whose names were given in the original sunnuds, and that the British government was not bound to continue it even to their then existing families, who were not specified therein, for, though Mr. Williams had pronounced the guarantee perpetual, Sir James did not think that the term of the sunnud warranted him to do so, and although the "Chaloo" guarantee of the Arabs was

given, this expression did not, in the Resident's opinion, mean "*perpetual*," or as extending to future generations. In the preface to his report, he elaborately argued this question. He quite agreed with the Honorable Court of Directors in their opinion, that "it was a misconception of the original engagement made by the Arab officers to construe it as an obligation binding in perpetuity on the Government, because as the employment of those officers was in its very nature temporary, an engagement made by them must, as a general rule, also have been intended to be temporary. He went further than this, and considered that the terms of the engagement construed correctly, did not imply an obligation binding with respect to posterity, and that the word "chaloo," when used without the addition of words signifying inheritance, does not bind the person giving the guarantee to the heirs of the person to whom the guarantee is given.

The Government of India, in their reply of the 21st January 1856, concurred generally in these remarks, and decided that this guarantee had been forfeited by misconduct. It has consequently lapsed.

No. 6. Amrutlall Tooljaram.

The next case to be noticed is that of Amrutlall Tooljaram.

This individual was Karbaree of Aba Shelookur, who held the government of Ahmedabad in 1798-99. Shelookur was obnoxious both to Govind Rao Guicowar and to Bajee Rao Peshwa; was attacked and captured by the former with the sanction of the latter in 1799.

Amrutlall appealed for protection to the Guicowar, and in 1801 secured a purwana guaranteed by cer-

tain Arab jemedars, containing the following stipulations:—

"1. You are permitted to reside peaceably either in Baroda, Ahmedabad, or any other place in the Guicowar territories which you prefer, along with your family, and your goomashtas Purshotum, Jeita, Runchor Cobere, Seewahram, Kewulram, and Gunesh Metha, in the capacity of a merchant, and none shall injure you, which the Government will take care of as long as you conduct yourself properly. For the due performance of this article, the perpetual bhandery of Government is given in the names of Alina bin Gujee, Sooltan Jafir Moobaruk bin Syud, and Mahomed Abood, Arab jemedars.

"2. The village of Mukdoompoor, in the Deishrooee pergunna, in the Peshwa's share of the city of Ahmedabad, which was formerly given you in inam by the comavisdar of that district, shall, according to your request, still continue in your possession from sumvut 1858.

"3. The 1,400 Rs. deposited in the house of a shroff at Dholka, and which was taken away by Jetheebaee Guicowar, shall be deducted from the money you will present to Government as a nuzzerana, provided it is ascertained that the money was actually taken away by Jetheebaee.

"4. The bill of exchange drawn upon Sher Mahomed of Dholka for Rs. 12,000, and which was given to this Government, shall likewise be brought to account, if upon inquiry it is found out that that sum has been recovered from Sher Mahomed; but if the sum still continues unpaid, the bill shall be returned to

you, and a letter given to you from the Government, directing him to pay you its amount. If Jetheebaee Guicowar has received any part of the money, it shall be deducted from the amount.

"5. It is your request that the four horses and one poney, a camel, and garee with bullocks, and one garee ornamented with gold, which are now in the possession of Bucha Jemedar, as well as six bundles of cloth, in the possession of a person by name Oopadea, together with any other articles which the Government or any other person formerly took away from you, shall be restored to you on proof of the fact. To this request the Government consents to restore you two horses and one garee with bullocks, and all other articles in the possession of anybody else it will order them to be returned to you.

"6. You have made a request that the bond, which Canojee Rao Guicowar formerly obtained from you, should be given back to you, which shall be complied with if the bond is found in the possession of Government; but should it not be discovered, a receipt shall be given you for it.

"7. You have likewise requested that the bond obtained by Government from Bechur Paruck, belonging to Boodrabye, may be given back to him. The Government believes that it has already been returned, but if not, it shall be so.

"8. You request that five of your domestics may be taken into the service of Government, and that the silver stick of your chobedar may be returned. The Government consent to employ five persons belonging to you in the sebundy stationed at Ahmedabad.

"9. You request that the Government will order every body who owes you money to pay it to you; the Government consents to do so, with the exception of the money levied by Seelookur, formerly comavisdar of Ahmedabad.

"10. You request that the Government, out of its kindness, will restore you the jewels and ornaments formerly plundered from your house, and likewise that the jewels, &c. taken away by other persons may be recovered from them upon your identifying them as your property. In answer to this, the Government states that it did not obtain any article of jewellery; but whatever articles are proved by you to have been taken away by other persons, it will cause them to be restored to you.

"11. You request that in case any person hereafter should come to Ahmedabad in the capacity of comavisdar on the part of the Peshwa, that person should give you a purwana for your satisfaction. The Government reply, should a comavisdar come in the space of five years, then this Government will cause him to give the purwana requested.

"12. The Government permits you to reside in its territories, and to carry on the business of a merchant therein, for which bhandery is given that, if you wish to proceed anywhere else, you shall be allowed to do so, and shall not receive any injury from Government. You must not however behave ill on account of Seelookur, but carryon the business of a merchant in peace.

"13. You request that you may suffer no injury from the Peshwa at Poona. The Government agrees

never to send you there, unless it is your own pleasure to go there.

"These 13 articles have been written and shall be strictly performed. The sum of money which you have engaged to pay to Government as a nuzzerana must be paid, and you must behave yourself properly in future. The bundle of cloth belonging to you at Ahmedabad, and which was taken from you, shall be returned to you."

This document was signed and sealed by the four jemedars above mentioned, and when they were dismissed from Baroda, their seals were erased, and the seal and signature of Major Walker were affixed on behalf of the Company. Umrutlall continued to reside in Ahmedabad. He died not long after, and was succeeded by his only son Boolaheedass Umrutlall, who also died in the year 1813, leaving a widow, by name Soorujkoover. This lady lived till 1851, and as by the transfer of the Peshwa's share of Ahmedabad she had become a British subject, the guarantee had virtually lapsed, as far as the Guicowar was concerned, long before her decease.

In 1849 Captain French, the Acting Resident, pointed this out to Government, and suggested that the guarantee should be withdrawn. Government, however, in their reply decided that the guarantee was perpetual, and as Ahmedabad was specifically mentioned as one of the places in which its privileges were to be enjoyed, the residence there of a person entitled to succeed to the guarantee could be no reason for its being cancelled.

In his report of 1854 to the Supreme Government, Sir J. Outram mentioned that this guarantee had lapsed by the death of Soorujkoover, and in elucidation of his argument that "chaloo bhanderies" granted by Arab jemedars could not be considered hereditary, he pointed out that the guarantee extended not only to Umrutlall and his family, but also to six of his goomashtas, each specified by name, all of whose heirs would have had equal right to claim the guarantee had it been so intended; nor could it be supposed that a guarantee, intended to extend to the future guarantees of seven different families, would have been so lightly given, or that the heirs of these six goomashtas would have failed to claim the guarantee could it be so construed.

No. 7.
Koosalchund Ambeydass and Purboodass Mooljee.

The next on the list is the guarantee to Koosalchund Ambeydass and Purboodass Mooljee.

These two men were brothers, and were engaged in trade at Poona. In A.D. 1795, Purboodass Mooljee established a banking firm at Baroda under the title of Koosalchund Ambeydass. The latter does not appear to have even visited Baroda, and died in the year 1798. In the year 1801 Annund Rao Guicowar gave a perpetual guarantee to the firm in the following terms:—

"You wish to reside in Baroda to carry on the business of a banker and merchant peaceably, for which you wish a promise of protection from the Government, and have made a representation to that effect. This paper is therefore sent to you, desiring you to reside, together with your family and your goomashta

Pemanund in Baroda, and trade in peace; and you shall experience no injury either from the Government or any body else. If you wish to leave Baroda to proceed to any other place, you shall be allowed to do so. Wherever you wish to go we will cause you to arrive there.

"For the due performance of what is written above, the perpetual guarantee of Meer Kemaloodin Hoosein, Khan Bahadoor, of Ahea bin Nasir, and Mahomed bin Ahmood, jemedars, is given to you."

Signed and sealed by the above persons.

When the two Arab jemedars were dismissed from the service of the Government, their bhandery was withdrawn, and that of Major Walker, on the part of the Honorable Company substituted, which was consented to by Government, dated 1803, and signed and sealed by Major Walker.

Koosalchund, as above stated, died at Poona in 1798 without issue. Purboodass also had no children, so in 1810 he and Gungabaee, the widow of Koosalchund, adopted Kesowdass, the only son of their only sister.

The particulars connected with the guaranteed loans lent by this firm to the durbar have already been related.

Purboodass died in 1813, and four years subsequent to this his adopted son, Kesowdass, went with his family to Gwalior, leaving Gungabaee, the widow of Koosalchund, to conduct the business of the firm. Kesowdass never returned to Baroda. After visiting Gwalior he settled at Muthra, and died there in 1833, leaving his widow Jumabaee childless, although she

had had a daughter as late as the year 1830, which died in its infancy. Gungabaee also died in Baroda in the year 1833. Jumabaee was therefore left sole heiress of the firm, but on her return to Baroda from Muthra in the year 1843, she found that Damodur, a grand-nephew of Kesowdass, had taken possession of the property of the firm, and refused to give her any participation in the profits, on the plea that he had been adopted by Gungabaee in the year 1831, by the written consent of Kesowdass, and that in 1843, Syajee Rao Guicowar had given him a sunnud of adoption, and had confirmed him in his pretensions as sole proprietor of the banking firm. Jumabaee immediately claimed the protection and interference of the British government, and a voluminous correspondence ensued. Syajee Rao supported the pretensions of Damodur, as he had already received a large nuzzerana on granting the sunnud of adoption.

In 1848, a commission of high native legal functionaries from the neighbouring zillahs assembled at the Residency to investigate the claims of the rival heirs. They decided that Damodur had no valid claims at all; they proved that he had altered the meaning of a letter from Kesowdass to Gungabaee, on which he asserted that the former had given his consent to the adoption, and that by an ingenious substitution of letters he had changed a Guzerat sentence, meaning "Further know all the tidings that are written," into "and the tidings about adoption as written are all understood;" and they conclusively proved that by Hindoo law no adoption by Gungabaee could be valid. Government fully concurred in this decision, and direct-

ed the Resident to inform His Highness the Guicowar that, in their opinion, Jumabaee was the rightful heir to the property of the firm, and entitled to the guarantee of the British government. They commented on the fraud practised by Damodur to gain his ends, and considered that by this criminal conduct he had lost all title to succeed at any time to the guarantee given by Government to the firm.

Jumabaee had as clear a case in her favour as she possibly could have; but native-like, and acting under the advice of rascally vakeels, she attempted to strengthen it by forgeries. She produced a letter purporting to have been written to her by Gungabaee after the death of Kesowdass, stating that she had entrusted the management of the firm to Damodur, but that if she (Jumabaee) did not approve of this, she would remove him from the management; and she also produced what purports to be a deed of adoption written by Kesowdass in 1832 in favour of Jugjeewun, a nephew, who had since died.

In commenting on this useless piece of chicanery, Government considered that Jumabaee was totally undeserving of any particular favour, and refused to extend its guarantee to any adoption that might at any time be made by her. This decision was upheld by the Court of Directors in their despatch dated 28th November 1849, and His Highness the Guicowar delivered over the property in Baroda in October 1851 to Jumabaee, though under protest and solely against his will.

Jumabaee, on becoming paramount, immediately sued Damodur for arrears stated to be owing to her, and was allowed by the durbar to keep him in rigor-

ous confinement in her own house for six months. On this coming to the knowledge of the Resident, he immediately forwarded a rigorous remonstrance to the Guicowar and Jumabaee, which resulted in Damodur being set at liberty, and an amicable arrangement being effected between the parties, by which Jumabaee consented to give Damodur an immediate sum of Rs. 2,000 per annum.

Her conduct in this matter was strongly animadverted on by Government, and she was informed that the release of Damodur alone prevented their taking serious notice of her conduct, and that if she wished to retain the guarantee of the British government, her future conduct must evince her endeavours to merit it.

Jumabaee died a few months ago, and this bhandery has in consequence lapsed.

No. 8.
Shunkerjee Soonderjee, Desai of Bullesur.

The next guarantee to be noticed, is that given by the Arabs to Shunkerjee Soonderjee, Desai of Bullesur.

Soonderjee was formerly the Desai of Bullesur, and having no son, and feeling his death approaching, he adopted a relative named Shunkerjee. Twenty-two months after his death his widow produced a child, to whom she wished that the Desai's rights should be confirmed, but on Doolubjee, Shunkerjee's father, representing the case at Baroda, and paying a nuzzerana of Rs. 30,000, the adoption was confirmed under the guarantee of certain Arab jemedars, and a sunnud, under date the 27th April 1801, was granted to Shunkerjee, of which the following is a translation :—

" Whereas you sent to Baroda your real father, by name Doolubjee Kulianjee, who represented before the Huzoor that Soonderjee Soorjee, Desaee of Bullesur, had a son by his first wife, who died at the age of thirty years. The Desaees age being between 55 and 60 years, and considering that he had no son, he contracted a second marriage; four or five years elapsed and no offspring, he fell sick, and his life was despaired of. Considering therefore that the " wuttan" would be lost were he to die without heirs, four of his friends and Trimbuck Khunderow, Comavisdar of the Bullesur pergunna, residing at Nowsaree, Mooljee Govinjee, on the part of Mullarjee Shet, the Umuldars of the Mooglaee state, the Goomashta of Tasseedass Lalldass, banker of Surat, Nanabhaee Joshee, karbaree of Soonderjee, Kursedjee Metha, Parsee, and the mother of the second wife, Goolab Desaeen, and all the villagers, having assembled together, began to consider that there being no son, the wuttun would be lost; they therefore determined to persuade Desaee Doolubjee Kulianjee, who was of the family, and had three sons, to give up one of them. Nanabhaee Joshee was then sent to call Doolubjee, who accordingly came; all spoke to him on the subject. Soonderjee said that his condition was one of difficulty; that ere long his family would be extinct, therefore Doolubjee being his friend, should make over to him the youngest of his three sons. To this he consented in the presence of the Desaee (Soonderjee), the Desaeen (Soonderjee's second wife), both karbarees, and all the others, in consideration of his own wife and the Desaeen being real sisters. When this was done, there was no report

about the Desaeen being with child. Eight days after the adoption had taken place, Soonderjee Desaee died, and you, the adopted son, performed the funeral obsequies. The Desaeen had her head shaved, and the neighbouring landholders, the Mandvee Karbaree, and the Karbaree of the Umuldar, on the part of the Mooglaee, came and presented mourning clothes. Afterwards Kursedjee Metha, the Mookhtiar Karbaree, and the Desaeen privately consulted that, in adopting the son of a friend, their reputation would hereafter suffer; that as they had money, they should spread some false report to the effect that she, the Desaeen, was three months gone in the family way, and that only six months remained, when, should she bring forth a son, he would inherit the wuttun; that in that case four or five villages on account of the Desaeengeree, a house and slaves should be given to the adopted son. At the time of the Sooawar (a day before the birth and forty days after), the Desaeen said that the child had died in the womb; 13 months after this she produced a girl; 22 months had elapsed, a time which was never heard of. After the birth of the daughter, Kursedjee thought that the management of the wuttun should be conducted in the name of her future husband, and that Doolubjee Kulianjee should not be permitted to interfere in any way. A complaint was made during the administration of his late Highness Damajee Rao Guicowar, but Kursedjee presented money and prevented redress being given; after that the request was once or twice made during the time of his late Highness Bawa Saheb (Govindrow Guicowar). In the year A.D. 1894-95, Doolubjee complained that Kursedjee

Mehta took away as many rupees as he pleased from the mahal; at that time the Sirkar took from him (Kursedjee) Rs. 41,000. Kursedjee determined on marrying the Desaeen's daughter to the son of Humeebhai Soorjee, Desaee of Chicklee, and you, Shunkerjee, came to the Sirkar and informed his late Highness Bawa Saheb of the circumstance. Whereupon sowars and a karkoon were sent to the mahal and imprisoned the Desaeen, her daughter, Kursedjee, and his two sons, who were brought to Baroda, and there confined; during the confinement Kursedjee died; after that Bawa Saheb also died, and Kursedjee's son spent money and commenced negotiating during the administration of His late Highness Kanojee Rao Guicowar, and through the agency of one Dada Parsee, he caused a sunnud to be granted in the name of the son-in-law of the Dasaeen, created disturbances in the mahal, and made you, the comavisdar, &c. prisoners; the said Pestonjee Kursedjee Mehta having appointed a new mamlutdar, managed the affairs of the mahal, and embezzled the sum of between 15 to 20,000 Rs. When this circumstance became known to the sirkar, Pestonjee and the Desaeen fled to Surat, taking with them all the surinjam (kit), and there got the daughter married, which had hitherto been prevented. Afterwards, the above-mentioned Comavisdar and yourself (Shunkerjee) were released from confinement and brought to Baroda, and on hearing the particulars of your case, orders were issued to the effect that the sunnud, granted by the late Kanojee Rao, on a misrepresentation from the Parsee, was not proper; that you should therefore present a nuzzerana, when an hereditary guaranteed sunnud for

you and your heirs would be presented to you as the adopted son of Soonderjee, and the nuzzerana was agreed to, according to the tenor of the instructions.

"The sirkar is therefore pleased to grant this sunnud in your name, Shunkerjee Soonderjee Desaee, the adopted son of Soonderjee of the pergunna above mentioned; and you are hereby authorized to enjoy as an hereditary right the usual allowances appertaining to the Desaeegiri villages, as many as there may be, as also of the villages granted for the maintenance of a palkee; and you are faithfully to perform the service of the sirkar; perpetual guarantee is also granted in the sunnud to Doolubjee Kulianjee Desaee, that he shall suffer no unjust treatment from the sirkar, and you having been acknowledged as the adopted son of Soonderjee Soorjee, and successor to the wuttun, and having paid to the sirkar the nuzzerana of Rs. 32,000, no alteration shall be made in this arrangement. For the due performance of which the bhandery of Ajum Meer Kumaloodeen Hoossein Khan Bahadoor, Umeen Jemedar, Sooltan Jafir Jemedar, Mahomed Abood Jemedar, and Mahomed Nughoor Jemedar, is given."

The seals and signatures of these jemedars are attached.

When the Arab jemedars were dismissed, their seals and signatures were erased, and the guarantee of the British government, under the seal and signature of Major Walker, was substituted, under date the 26th February 1803.

Shunkerjee had not the ready money available to pay the nuzzerana to the Government, and therefore

got the firm of Kooshalchund Ambeydass to advance it as a loan, depositing as a security the guaranteed sunnud. This firm held the pergunna of Bullesur in farm, and at the same time managed the Desaee's lands, making him and the widow of his adoptive father an allowance, and repaying themselves out of the proceeds of the estate.

In the year A.D.1812-13, the firm of Myral Narayen obtained the farm of the Bullesur pergunna, and took charge of the Dasaee's possessions on account of Government, continuing the allowance granted by Kooshalchund Ambeydass to the widow and adopted son of Soonderjee.

About that time Gungadhur Shastree was all powerful at Baroda, and to him the widow of Soonderjee and the husband of the child born 22 months after the Desaee's death applied for possession of the Desaee's rights, on the ground that the adoption was irregular. The Shastree did not attempt to put them in possession of their alleged right, but only made use of the information to further the interests of the durbar: he bought up the sunnud from Kooshalchund Ambeydass, deposited it in the durbar records, and turned a deaf ear to both parties. Thenceforth the durbar and the farmer shared the proceeds of the Desaee's rights, for the due preservation of which the latter had received the express guarantee of the British government.

In 1823, Shunkerjee laid his case before the Resident, Mr. Williams, and claimed his interference. Syajee Rao objected to restore the sunnud or to put the Desaee in possession of his rights, on the grounds that the adoption was irregular; that the sunnud had

never been in the hands of the grantee; that Captain Carnac, the former Resident, had ordered an inquiry on the subject, and that Gungadhur Shastree was our agent, and could not have acted in the matter without the knowledge and authority of the Resident.

In reply to these arguments, the Resident pointed out that the petitioner had received the guarantee of the British government on a sunnud formerly passed to him under the bhandery of the Arabs; that the sunnud was valid, whether placed in the hands of the grantee or his agent; that Captain Carnac had no authority to make an inquiry into the validity of a sunnud which had received our guarantee, and that the 4th argument, as regards Gungadhur Shastree, was perfectly untenable.

Syajee Rao then shifted his ground, and offered to restore the sunnud if the Desaee would give him a nuzzerana; but the Resident would not consent to this, and threatened to report the whole matter to Government, and then Syajee gave in, and handed up the sunnud, which was delivered over to the Desaee.

Soonderjee remained in peaceable possession of his estate for three or four years. In the year 1828, however, Syajee Rao gave the farm of the Surat Atavesee to a person of the name of Jeewa Desaee, who was high in his confidence, and this individual lost no time in oppressing the Desaee. He placed his lands under attachment, and imposed a fine of Rs. 1,000 on the patel of his main village, which he extorted from him by placing a log of wood on his stomach.

The Desaee again complained, and fresh remonstrances were forwarded by the Resident to the Guico-

war, and the matter was at the same time reported to Government. In his reply, the Chief Secretary authorised the Resident, in case Syajee did not comply with his demands, to take the Desaee under the special protection of the British government, and to use forcible means, if necessary, to remove from the estates of the said Desaee all persons employed by the local authorities of the Guicowar government, taking care that all fees and "huks," and any arrears of tribute or sallamee there might be owing to the durbar officers, were duly paid before taking these steps. However, the Resident was directed to communicate his instructions to Syajee Rao, and to allow him an interval of ten days before they were carried into execution, and at the same time he was to inform His Highness that, if he desired the countenance and regard of the British government, he would punish with severity such of his local officers as presumed to violate that faith on the preservation of which the union and friendship of the two states must depend.

Syajee did not deign to give any answer for fourteen days to the first reference that was made to him. After that interval he forwarded a letter to the Resident for the Sirsooba, directing him to remove the attachment and refund the amount extorted, but with it sent a transmitting letter excusing the Sirsooba's conduct, instead of punishing him as required by Government. The Resident refused to act upon this, and after waiting for another month, proceeded to act on the authority delegated to him by the Government; he refunded the amount extorted from the patel from the Residency treasury; he gave a small present to him for the tor-

ture he had undergone, and further gave the Desaee a written acknowledgment that he was placed under the special protection of the British government, and furnished him with two peons from the Residency to afford due publicity to his situation.

A few months afterwards, at the commencement of the following year, the Desaee again complained of oppression, and Syajee Rao made counter-complaints that he would not obey the orders of the Sirsooba; but the Resident continued his steady protection towards him, and it does not appear that any further molestation was afforded.

In his report of 1854, Sir J.. Outram gave it as his opinion that this guarantee was clearly inheritable. He pointed out that it differed in its constitution from the other guarantees granted by the Arabs; that not merely were jemedars of Arab troops parties to the original guarantee, but Arab zemindars as well, and that this fact supported the assumption that, while the bhandery of mere mercenaries sufficed for a temporary, more permanent security was required for a pledge extending to future generations, and that it showed, moreover, that it was as requisite for Arabs to specify "heirs" when intended to extend beyond existing parties, as it was for other classes to do so; for in the sunnud heirs from generation to generation were expressely mentioned in addition to the "Chaloo" bhandery."

The Government of India concurred in this view, and have decided in their despatch, No. 372, of the 21st January 1856, that this guarantee is permanent and hereditary.

The abovementioned are all the guarantees of a permanent nature inherited from the Arabs by the British government; there were others of a temporary character, such as security for twelve months to the persons of Hurree Pursaud Bhugwandass Desaee, for fifty months to the Desaee of Veerumgaum, Dundooka, and Ranpoor, and to the Kanoongo Sew Pursad Shumboolal for the same period; to the farmers of the Baroda mint that the farms of the town should not be altered for two years, and to Shavul Bechur, securing him in the management of the farm of the Baroda pergunna for two years, but these need not be noticed in detail. The bhandery last mentioned, to the Desaee of Bullesur, is the only one now remaining in force of all those guaranteed by the Arabs.

No. 9.
Samul Bechur and Mungul Sukeedass.

The only case now remaining to be mentioned in any way connected with these mercenaries, is that of Samul Bechur and Mungul Sukeedass.

The monetary transactions of the Arabs were conducted through this firm, and in consequence of this, on the removal of the mercenaries from Baroda, they received the bhandery of the British government in the terms of the following sunnud :—

"This paper is given to Samul and Mungul Paruk, on account of the Arab jemedars and sebundy.

"1*st*.—If any of the Arab jemedars now in the service of the Government should either be dismissed by the Government or leave its service of its own accord, they shall be paid all arrears of pay, as well as the value of all horses killed or wounded, and likewise

money shall be given according to the usual custom to the killed and wounded sebundy.

"*2nd.*—Samul or Mungul Paruk, and the vukeels of the dismissed jemedars, as well as their attendants, shall have their accounts settled in a just manner by Government, for the due performance of which bhandery may be given.

"*3rd.*—Samul Bechur and Mungul Sukeedass for whatever money they may lend to the Government, or to any person in the city of Baroda or in the Guicowar districts, shall have it repaid to them upon the terms of the original agreement; and whatever bhandery is given to them by any of the Arabs, shall be settled accordingly; if there still remains any doubt, the bhandery of the Honorable Company may be given likewise.

"*4th.*—Both the shroffs of the jemedars who are dismissed, as well as their vukeels and attendants, &c. may remain quietly wherever they please, and carry on the business of merchants in peace, and the Government will not in any way injure them, and let them remain under the authority of this Government. If there is any doubt of this, bhandery may be given.

"For the due performance of the four articles above written, the bhandery of Major Walker on the part of the Honorable Company is given, and therefore let the Arab jemedars, &c. as well as the two shroffs, faithfully serve the Government. A.D. 1802.

(Signed) MAJOR WALKER.
MEER KUMALOODEEN HOOSEINKHAN."

This guarantee was only temporary, but Mungul Sukeedass managed to secure the good will of Mr. Duncan in the negotiation that took place at Cambay in 1802, and was consequently granted an hereditary guarantee by Major Walker, couched in the following terms, and dated the 7th January 1803:—

"Whereas Mungul Sukeedass, late of Ahmedabad, now residing at Baroda, hath not only given a proof of his disposition to render himself worthy of the Honorable English East India Company's good will and protection, but has fully answered the expectations entertained by the Honorable the Governor of Bombay, as expressed in his certificate bearing date the 8th June last, and having readily and amply contributed towards accomplishing the Company's views in this country, I do hereby declare for myself and on behalf of the Honorable Company, that he is deserving of their favour and protection, and that they do by these presents assure and bind themselves to protect and defend his house, trade, and property at this place, at Ahmedabad, Dollerah, Surat, and Bombay, against any unjust attack or claim from the English or Guicowar government, and that this protection shall extend to him, his wife, children, and their posterity for ever. Given under my hand and the Company's seal, in Baroda, the day, month, and year above written.

(Signed) A. Walker,
Resident."

The share taken by this firm in the different guaranteed loans to the Guicowar state, and the subsequent transactions relating to them, until their final

extinction in A.D. 1832, have been fully related above. No complaint of oppression on other grounds was made by the holders of the guarantee, nor was the validity of their sunnuds ever called in question, although the joint guarantee was only temporary, and the special one to Mungul Sukeedass was granted by our Government without the consent, and probably without the knowledge, of the reigning Guicowar.

In 1849 Captain French, the Acting Resident at Baroda, recommended the withdrawal of the joint guarantee, on the ground that the original grantee had long been dead. Government in their reply considered that the bhandery had lapsed, but pointed out that Captain French had overlooked the separate guarantee of 1803 to Mungul Sukeedass, quoted above, and decided that as his grand-children were alive, they were clearly entitled to our protection.

When the representatives of Samul Bechur learnt that their guarantee was considered to have lapsed, they too produced what they professed to be the copy of a separate guarantee, passed to their grandfather by Colonel Walker in 1803, couched in precisely the same terms as that held by the heirs of Mungul Sukeedass, the names only being changed; the original they averred had been destroyed by fire years before. The case was referred to the Court of Directors, who decided in 1851, "that the evidence of a copy not authenticated, and contained only in the books of the claimant himself, could not be taken as conclusive in his favour, unless strong corroborative evidence could be produced." The representatives of the family were allowed a year's

time, and having failed during that period to adduce any additional evidence in support of their case, it was announced to them in 1853 that their bhandery had lapsed. The heirs of Mungul Sukeedass still enjoy the guarantee of the British government. Sir J. Outram, in his Bhandery report of 1854, pointed out that the terms of the sunnud did not specify the concurrence of the then Guicowar in the pledge, and that it was granted as a reward for having readily and amply contributed towards accomplishing the Company's views in Guzerat, making no mention of services to the Guicowar state; he considered therefore that we possessed no legal right to interfere on behalf of this family in any questions arising between them and the durbar, so long as they continued subjects of the Baroda state, and he thought that there was no other way of keeping faith with them than by affording them the option of removing into British territory, beyond which they should be informed that our protection could no longer be exerted. The Government of India, however, considered that the "words of the guarantee, which bind the British government to protect the grantee's house at Baroda, Ahmedabad, Dollera, Surat, and Bombay, against any unjust attack or claim from the English or Guicowar government, are still obligatory upon us, wherever the grantee may reside."

This guarantee is therefore perpetual as long as any direct descendant of the original grantee is alive.

No. 10. Soobhanjee Pol.

The bhandery next to be noticed is that enjoyed by the heirs of Soobhanjee Pol.

The head of this family was Killedar of the fort of Kaira at the commencement of the present century. In 1802, the Guicowar government presented Kaira in Inam to the Honorable Company, and compensated the family by an assignment of four villages, the revenues of which were originally estimated to be of the value of Rs. 11,800, and were to be appropriated to himself and his descendants for the maintenance of a paga of horse. No traces remain of the original sunnud of 1802. It appears to have been cancelled, and a fresh sunnud granted in the following year, which received the guarantee of Major Walker. The terms of the grant are as follows:—

Sunnud granted by ANNUND RAO GUICOWAR *to* SOOLBAJEE *and* SOOBHANJEE POL, PAGADARS.

"The following are the particulars of your deed of settlement, granted to you Soolbajee and Soobhanjee Pol, this 11th May 1803, by the Guicowar Sirkar:—

"1.—The paga you at present command is to remain in your charge as heretofore; the paga shall continue yours; the following to be the villages whence the paga shall be paid:—

Modeh Pergunna.	Hokly . . . . Rs.	2,000	
	Wasna . . . . ,,	1,200	
	Seetra . . . . ,,	1,500	
		——	4,700
Matur Pergunna.	Seemadra . ,,	1,000	
	Antroly . . ,,	900	
		——	1,900
Pitlad Pergunna, Sundara . .	,,	4,000	
		——	4,000
	Total . . Rs.		10,600

"Of these six villages, the total produce of which is estimated at Rs. 10,600, the proceeds of Antroly, or 900 a year, are assigned for your personal expenses, and the remaining proceeds, or 9,700 Rs., for the expenses of the paga, agreeable to the custom of such establishment.

"2. You two abovenamed, with your children, dependants, carkoons, and relations, on leaving the fort of Kaira, are at liberty to fix your residence wherever you think proper, that fort excepted, and wherever you remove to, there you shall be free from every molestation; you shall on no account whatever suffer any injury, so long as you chose to remain, and whenever the wish to remove to your own wuttun induces you to move thence, we will see you safely thither.

"3. Your personal property attached to the paga of every possible denomination, iron or wood, cloth or copper, shall be given up to you, and you are to remove the same at your convenience; but you are carefully to abstain from appropriating any Sirkar accoutrements or stores attached to the paga.

"4. All the claims you advance against the people of the place shall be carefully investigated and equitably adjusted.

"5. The accounts of your Karbary, Mooljee Jetedass, shall be equitably examined and adjusted.

"6. You have hitherto discharged the duties of the Killedar of the Fort of Kaira, and you may, in the performance of your duties, have made yourselves enemies among the Ryots or Grassias or others, these

people shall on no account offer you any molestation. Should they do so, the Sirkar will take measures for your protection. Such as stated in the six paragraphs are the terms of your settlement, and in perpetual guarantee thereto, Major Walker the Resident pledges the bhandery of the British government and Ameen bin Humed Jemedar on his own account."

This document was signed and sealed by Major Walker and Ameen Jemedar.

Soolbajee, one of the grantees, was uncle of Soobhanjee the other. On the death of the former, his son Setoojee quarrelled with Soobhanjee, and the paga was in consequence broken up and discontinued for a time. Setoojee then retired from the management, which he left solely in the hands of Soobhanjee. In 1814, the original sunnud above quoted was cancelled, and a fresh one granted exclusively in Soobhanjee's name, by which arrangement the sum originally granted for the maintenance of the paga was reduced to Rs.. 7,193-12-0 per annum, and a corresponding reduction was made in the paga, the number of the horses being fixed at 21 instead of 34.

The expense of the horses was calculated at Rs. 5,250, the Pagadar's personal expenses at Rs. 1,000, for Karkoons Rs. 500, and miscellaneous items Rs. 443-12-0. The revenues of three villages in the Baroda pergunna were assigned to meet these expenses; but as they were found to yield less than the full amount of the nemnook, the Guicowar agreed to make up the deficiency as far as Rs. 1,000 annually, the pagadar being at the same time held accountable to

the Guicowar for any excess over the fixed amount of the nemnook that the villages might yield.

Soobhanjee Pol was of a very weak intellect, and his son Gorajee, who succeeded him, and is still (1861) living in possession of the paga, is almost imbecile. With such materials to deal with, it may naturally be supposed that constant violation of the bhandery has taken place. Syajee Rao, in his opposition to the British government, never missed an opportunity of doing an injury to a guaranteed subject, and this family has consequently been the occasion of frequent acrimonious correspondence between the Residency and the Durbar, and of endless references to the Bombay and Home governments. In addition to this element of discord, Gorajee's brothers and cousins for several years claimed a share in the management of the paga, and though their claims were always ignored, they persisted in pestering succeeding Residents and Governors of Bombay with petitions.

The yield of the three villages assigned for the maintenance of the paga was deficient for the four years, from 1827 to 1830 inclusive, and Syajee Rao, although bound by the agreement of 1814 to pay Rs. 1,000 annually, in such a case disbursed only Rs. 211-4-0 a year, leaving Rs. 2,384-10-3 due to the pagadar, at the same time the remonstrances of the Resident remained unheeded and unanswered.

In 1832, Gorajee Pol entrusted the control of his paga and the management of the villages assigned for their support to a banker named Baba Nafra; this individual first starved all the horses, then confiscated

the villages without assigning any provision for the support of the family, and finally by threats, but under a promise that the villages should be restored to him, Gorajee Pol was compelled to sign a release in full of all demands against Baba Nafra, although he had objected to various items in his accounts. The paga being extinct, Baba Nafra handed over the villages to His Highness Syajee Rao, who appropriated them to his own use.

When these circumstances were brought to the notice of the Resident, and through him to the Government of Bombay, the latter authority directed that the accounts of Baba Nafra should be scrutinized through the medium of the Guicowar, and that arrangements should be made for the re-establishment of the paga. Syajee Rao, however, espoused the cause of Baba Nafra, and contended that no investigation was necessary; he refused to compel the banker to show his accounts, and Government therefore ordered that the full amount of the nemnook, during the two years that the villages had been in Syajee Rao's immediate possession, or Rs. 14,387-8-0, should be deducted from the Guicowar tribute: with this sum the Resident, Mr. Southerland, reconstructed the paga. The Guicowar a short time afterwards, in the commencement of the year 1840, issued orders for the release of the villages from attachment, and for their being made over to the Pol family, who accordingly received charge of them.

Through the intervention of the Resident, the nemnook was then entrusted to the management of the firm of Khandass Wagjee of Baroda, who agreed

to receive the revenue of the villages, and to maintain the paga in a proper serviceable condition. Under their hands the receipts from the villages rapidly decreased in value, so that instead of receiving the full nemnook of Rs. 7,193-12-0 per annum, the pagadar was credited with sums varying from Rs. 5,072-12-9 to Rs. 3,696-11-6; on this account, and as the Durbar had formerly agreed as above stated to grant the Pol family as far as Rs. 1,000 annually whenever the realization from the three villages might be deficient to that or a greater extent, the Acting Resident, Mr. Ogilvie, called upon Syajee Rao to grant to the Pol family an allowance of Rs. 1,000 per annum for the years 1840 to 1844. This claim was stoutly resisted by His Highness, but on the matter being referred to the Bombay government, it was decided that prompt measures should be adopted for securing the guarantee inviolate, and that although it was then too late to remedy the violation of the original guarantee, whereby the nemnook was reduced in A.D. 1814 from Rs. 11,800 to Rs. 7,193-12-0, His Highness the Guicowar should be required to pay to the Pol family the latter amount in full, with arrears of the difference between that amount and the sum the pagadar had actually received.

The period of a month was allowed to Syajee Rao to agree to this decision, and the Resident was desired on its expiration to pay the amount due from the Guicowar tribute, and to take care that with the arrears the paga was placed on an efficient footing.

Syajee Rao made every possible objection to this decision; he first pleaded that in 1827, in consequence

of his pecuniary embarrassments, it was determined through the Resident and Minister, with the consent of Mr. Elphinstone the Governor and His Highness, that an amount of 6¼ per cent. should be deducted from all paga allowances, which reduced the Pol's nemnook to Rs. 6,806-10-0; that Rs. 1,000 were allowed to make up the deficiency, making the total amount to Rs. 7,806-10-0; that the villages produced the sum of Rs. 7,538-2-0, leaving him to make up the difference of Rs. 268-8-0. It was pointed out by the Resident, in reply, that the deduction of 6¼ per cent. was for a temporary purpose, that the embarrassment had all been subsequently cleared off, and that the occasion for the deduction had therefore ceased; he also showed His Highness that he had very much overestimated the receipts from the villages. His Highness then urged that the nemnook had not been granted in perpetuity; but it was pointed out to him that he had already admitted its permanency in continuing it without objection to the son of the original grantee. Government, in answer to his objections, informed him that the decision was a very favourable one for him, and that the only question to doubt was whether the original guarantee for Rs. 11,800 per annum should not be reverted to. Syajee Rao then requested that the case might be referred to the Governor General for his decision, but was informed in reply that, in the opinion of Government, the Pol family had from the first been previously injured by the Guicowar government, and that his Highness should at least be required to act up to the conditions of the Purwana of 1814, but that if he still delayed to acquiesce

in this decision, Government would feel it their duty to recommend to superior authority that the original settlement guaranteed by Colonel Walker should be reverted to. Syajee Rao still resisted the decision arrived at; he recapitulated all his arguments, and pointed out that an agreement had already been come to, to pay as far as Rs. 1,000 per annum in lieu of any deficiency in the proceeds of the villages, and that he was ready to do this, deducting the usual potedaree and other fees. The Government of Bombay in the meantime had referred the matter to the Government of India, which authority entirely coincided in the views expressed by the former. On this Syajee Rao urged a new objection; he stated that in the original sunnud (all traces of which, as mentioned above, have disappeared) the number of horses to be maintained was fixed at 60; that when the nemnook was reduced in 1803 to Rs. 7,193-12-0, the number of horse was also reduced to 34, but that they were further reduced on the occasion of the arrangement in 1814 from 34 to 21, without any corresponding decrease in the nemnook, and that if he was required to pay the amount of the nemnook as fixed in 1814, the Pol should be required to keep up a paga of 34 horse, and hinted that Government, in threatening to revert to the original nemnook of 1802 of Rs. 11,800, should bear in mind that the Pol should also be required to keep up no less than 60 horse.

Whilst this discussion was in progress, the matter had been referred to the Court of Directors, who, in the year 1848, decided that the agreement of 1814 should be upheld, namely that the Pol should receive the revenues

of the three villages, and the conditional supplementary payment of Rs. 1,000 without deduction for fees, &c. and in their transmitting letter of the 27th May in the same year, the Government of Bombay directed the Resident to use his utmost endeavours to prevail on His Highness to abide by the terms of this decision, so much more favourable to him than that adopted by the Government. At length, after more correspondence between the Residency and Durbar, His Highness consented in June 1848, but under protest, to the demands of the British government, and paid into the Resident's hands the arrears due to Gorajee Pol, amounting to Rs. 9,000, requesting at the same time that the sum might be held in deposit, pending a reconsideration of his arguments. In their reply, Government stated that they saw no reason to alter their sentiments so often expressed before, and directed the Resident to pay the arrears to Gorajee Pol, and to inform the Guicowar that his protest had been forwarded to the Court of Directors, who, in their despatch of the 18th July 1849, confirmed the decision and rejected the protest. On the 20th of the same month, the Guicowar submitted a proposal to the Government through the Resident, that he should be permitted to resume the three villages held by the Pol, on the ground of his imbecility and inability to effect any improvements, and to pay instead into the Residency an annual sum of Rs. 7,193-12-0, to be disbursed through the Resident to the Pol family. Government agreed to this proposition on the 25th August, with the stipulation that no deductions should be made on account of the depreciation of the currency Pote-

daree or other causes. To this stipulation His Highness agreed, and the accounts of the paga and its general control are still supervised by the Resident, a sum of Rs. 4,000 being always retained in hand to meet contingencies.

It was mentioned above that, at the close of the year 1839, the management of the nemnook was entrusted to the firm of Khandass Wagjee of Baroda, through the intervention of the Resident. This arrangement continued in force until the month of October 1845, when, in consequence of representations made by Gorajee Pol, that the firm had mismanaged the paga, the Resident, Sir R. Arbuthnot, closed the accounts, and a new arrangement was concluded by Gorajee Pol with another banker, named Jugjeewundass Khandass, under the guarantee of the Resident. In this agreement it was stipulated that the banker should pay off all arrears due by the Pol, amounting to Rs. 337, and should maintain the paga at an expenditure of Rs. 5,412 per annum, and in lieu thereof should receive the entire revenues of the villages, and the amount of the orders due annually by the Guicowar, and that this arrangement should continue in force until the amount of his debt, principal and interest, had been paid off. In the previous year, or A.D. 1844, the villages had been leased for 7 years at Rs. 5,700 to the Patell of Kaseepoor, and it was stipulated in the agreement that this case was to remain in force.

In August 1846, the Acting Resident, Mr. Andrews, expressed his doubts whether this arrangement was the best that could be devised for the Pol's interests; he

pointed out the imbecile character of the man, and that the Resident, by the terms of the agreement, had no power of control over the accounts, and recommended that the amount of the nemnook should be paid into the Residency Treasury, and all necessary disbursements made from thence. Government, in their reply of the 22nd January 1847, approved of this arrangement, but doubted whether the banker, with whom the above agreement had been made, would consent to it, and directed that without his consent were obtained, the British guarantee must be observed so long as he adhered to the terms of the engagement.

On the 3rd July 1847, the Resident stated that the affairs of the paga had fallen into great confusion, owing to the gross mismanagement of the banker and the pagadar, and on the 7th September of the same year, he submitted a detailed report on the subject. He stated that the banker had annulled the seven years' leases, and at the end of two years had a claim against the Pol amounting to Rs. 15,532-15-0; but he pointed out that by the terms of the agreement he was bound not to expend more than Rs. 5,412 annually on the paga, while by the terms of the lease he was entitled to receive Rs. 5,700 yearly from the villages, so that even deducting an advance of Rs. 337-10-7, made by the banker to clear off the balance of Khandass Wagjee's old account, he should have shown a balance of Rs. 278-5-5 in favour of the Pol at the end of the second year of his stewardship. He believed at the same time that the banker had purchased the Pol's connivance, by advancing to him certain sums beyond the stipulated limit, but certainly

not to the extent mentioned in the accounts. In consequence of the gross misconduct of the banker, he reported that he had taken the villages under his direct management, and that he intended to keep the farmers of the seven years' lease to their original engagement, which had been broken through between them and the banker. The Government of Bombay, in their reply of the 25th August 1849, approved generally of the Resident's proceedings; they approved of the banker being held bound by the terms of the agreement, and of the seven years' lease being insisted on; they ordered that Rs. 278-5-5 should be carried to the Pol's credit in the banker's accounts, and that no assistance should be given him in recovering this amount, and they directed that such arrears as could be proved to have been paid by the bankers on the Pol's account should be debited to the latter. Upon this the Acting Resident, Captain French, reported on the 17th September 1849, that he had examined the banker's accounts; that his whole claim against the Pol amounted to Rs. 16,461-3-3; that out of this sum he had expended Rs. 12,062-14-9 without authority, and requested permission to disburse the balance of Rs. 3,409-14-0 out of the money at the Pol's credit in the Residency treasury. In their reply, Government authorised him to disburse a sum of Rs. 3,327 in full payment of the Pareck's claims against the paga, having deducted a sum of Rs. 82, passed by Captain French on account of compound interest, such charges being expressly prohibited by the Court of Directors.

The banker for a long time refused to accept this

sum in full payment of his account, and requested that it might be regarded as an instalment only; he sent petitions to the Supreme Government, and did all in his power to obtain the full amount of his claim. At length in 1858, the banker, Jugjeewundass Khandass, accepted the money offered, gave a receipt in full of all demands against Gorajee Pol, in which the British government was in any way concerned, and thus this troublesome matter was at length brought to a conclusion.

The affairs of the Pol being now managed by the Resident, the villages having been handed back to His Highness the Guicowar, and the money payment being regularly made from the Residency, it is to be hoped that all grounds of discussion with the Dúrbar regarding this most troublesome guarantee are permanently removed.

No. 11. Bechur Samul (heir of Hurree Bhugtee).

The guarantee granted to the firm of Hurree Bhugtee now comes under consideration. Hurree and Bhugtee were brothers, the sons of a Bunnéea of the Veesa Loar caste, named Lukmeedas, a man of moderate means, who resided in Baroda during the last century. The two brothers, by their industry and a combination of fortunate circumstances, amassed in partnership a very large fortune, chiefly arising out of their pecuniary transactions with the Poona and Baroda governments. Besides these two sons, Lukmeedass had a daughter, married to one Bookhun who had issue three sons, Nundlall, Samul,

and Doolub, who were brought up in the family of their uncles. Bhugtee died at Baroda in A. D. 1794-95 without issue, leaving a widow, named Ruttonbaee. Hurree died at Poona in the following year. He had married two wives, by one of whom he had a daughter, but they all died shortly after his decease. During the life-time of the brothers, their business was carried on principally at Baroda and Poona. The elder brother, Bhugtee, conducted the Baroda branch, assisted by his nephew Samul. The younger, Hurree, that at Poona, aided by his nephew Doolub. When both were dead, Bhugtee's widow became the head of the firm, and as Doolub was on the spot, she appointed him her deputy for carrying on the affairs of the branch at Poona. He did this to her satisfaction for three years, but at the end of that period he gave out that he was Hurree's heir, and took possession of the property at Poona. On this Ruttonbaee, accompanied by her nephew Samul, proceeded to the Deccan to demand from Doolub an account of his stewardship. She was successful and re-obtained possession of her property. On the 5th December 1803, she, with the sanction of the Poona Durbar, adopted her nephew Samul, who thus became sole heir to the estate of Hurree and Bhugtee. She returned to Baroda in March 1806, and died there on the 11th August 1808, and was succeeded by her adopted son Samul Bhugtee.

Samul did not long survive his adopted mother, he died at Baroda on the 5th August 1809. Being childless, his widow Ucherutbaee, in conformity with the wishes of her husband, expressed some time previous to his decease, adopted a relative named Bechur.

A sunnud of adoption was granted to Bechur by the Guicowar government on the 23rd idem. In it Bechur was not only recognised as heir to the property of Hurree Bhugtee, but he was confirmed in the situation held by his adoptive father of Potedar to the Government. The real head of the firm however was Samul's widow, between whom and the Guicowar government articles of agreement, including the sunnud of adoption, were entered into on the 18th October 1809. The terms of the agreement guaranteed to Ucherutbaee and her adopted son, Bechur Samul, protection as the representatives of the firm of Hurree Bhugtee at Baroda with Potedaree management and emoluments and the possession of enam villages. To this agreement the Resident, Sir J. Carnac, gave his verbal assurance "that the family should be preserved in the rights and privileges of the deceased Samul Bhugtee during their residence in the possessions of the Guicowar, subject to their own merits," and Government, in receiving his report, stated that they had no objection to the extent of Mr. Carnac's assurance, which they considered nothing more than a virtual continuation of the bhandery or general protection enjoyed by the deceased Samul Bhugtee. It was not, however, till 1820 that the Resident endorsed this guarantee of the British government to the agreement passed by the Durbar.

The adoption of Bechur, and his inheritance of the wealth of Samul Bhugtee, remained undisputed for some years. In A.D. 1815 however, Doolub, Samul's brother, put in a claim to be his rightful heir, and was strongly supported by the Peshwa. This claim was

negatived, but was again revived without success in 1827 by Dhurumdass, Doolub's son.

The pecuniary transactions of the firm of Hurree Bhugtee with the Guicowar government, under the guarantee of the Honorable Company, have been related above, and need not be further mentioned here.

Bechur Samul died on the 4th September 1845. For some time previous to his death his Moonim Goomashta, Baba Nafra, had conducted the affairs of the bank, and on his deathbed Bechur entrusted the management to this individual on behalf of his family. Baba Nafra stood high in the confidence of the Guicowar, but was a man of notoriously bad character. As far back as 1841, the Government of Bombay had, in a khurreeta to His Highness, denounced him as one of two evil disposed persons whom the Durbar was advised not to employ. In 1843, in consequence of his complicity with the Dhakjee Dadajee's affair (to be noticed hereafter), Government intimated to His Highness, that the Resident had been instructed to exclude Baba Nafra from the Residency as one of the parties engaged in that "disgraceful transaction," and in 1837 he conspired to ruin Gorajee Pol as relate above. It was nevertheless to such a man that Samul Bechur on his deathbed entrusted the fortunes of his family.

On his death he left two widows, Mahluxmeebaee and Joiteebaee. The elder had borne a son called Purshotum, three years prior to her husband's death. The younger, Joiteebaee, though she had not become a mother, avowed herself pregnant at the date, if not prior to the event, and on the 22nd December it was announced that she had been delivered of a boy.

Joiteebaee received the usual visits and presents of congratulation, and the various ceremonies attendant on the birth and naming of a boy were solemnized in behalf of the child at the customary periods, and according to the established ritual of the caste. His Highness the Guicowar honoured their solemnization with his presence, and the Resident was invited to do so, though according to his invariable custom he declined to avail himself of the invitation. On the 13th February 1846, the child was betrothed in conformity with the usages of the caste, and the betrothment was celebrated by a caste dinner.

For upwards of a year after the birth of Joiteebaee's child, no question was made of its legitimacy, nor doubt expressed regarding its paternity. It had been duly acknowledged by the caste, and the elder widow Mahaluxmee as the posthumous offspring of Bechur Samul, and was by all regarded as being, according to Hindoo custom, co-heir with Luxmeebaee's son Pursho-tum in the estate of the deceased banker. About the commencement of 1849, however, Joiteebaee had a difference with Baba Nafra; she accused him of embezzlement and misappropriation of the funds of the firm, and the Baba finding her troublesome, determined to effect her ruin. The elder widow, Mahaluxmee, was imbecile and a passive tool in his hands, and the whole of the banking concern was completely under his control.

Baba Nafra conceived that the easiest way of effecting Joiteebaee's ruin, was to get up a plausible conspiracy to the effect that her child was spurious. With this view he deputed an intimate friend of his, Lulloo Bhugwan, to Meetapoor, a British village in the Nur-

read pergunna, who, with the assistance of the principal inhabitants, procured a coolee, named Rugoonath, and his wife to represent the parents, and another, named Gooman, to pass himself off as the uncle of Joiteebaee's son.

Lulloo brought these people to Baroda, and secreted them in a garden belonging to Baba Nafra, and to prevent any of the townspeople having access to them, placed them under the care of Arab guards in the Baba's pay.

After they had remained under the Arabs' surveillance about seven days, Baba Nafra visited them, taking with him a false deed, purporting to be an account of the purchase of the child in the name of Bhanabhaee (Joiteebaee's father), promising to pay annually Rs. 200 as long as the firm was in being. This deed was written by Lulloo's son, Munsook, at the dictation of Baba Nafra, and the signature of Bhanabhaee was forged by Mohunlall, the Baba's private Goomashta. The question of remuneration having been settled, they received their instructions. In pursuance of these, they proceeded to the house of Bhanabhaee and demanded that the bond should be implemented, or their child restored. Bhanabhaee indignantly abused them, as had been expected. In conformity with their orders they raised a disturbance, proclaimed their story to the assembled crowd, and proceeding to the bank, they produced the false deed, and demanded the fulfilment of its terms. Baba Nafra formally took down the depositions, paid them Rs. 100, the balance professing to be due to them, and dismissed them to their houses after receiving back the bond.

The sum agreed to be paid by Baba Nafra to the Meetapoor villagers for this piece of villainy, amounted to Company's Rs. 1,700; but it appears that the coolies used to go to him from time to time to demand hush money, and that in this way a considerably larger amount was squandered from the bank money for this purpose.

Whether the rapacity of the Meetapoor Coolies caused Baba Nafra to dread placing the boy in their hands, lest when he ceased to meet their demands they might proclaim the child's legitimacy and expose the fraud to the British authorities, or from other suspicions he entertained, he resolved, before many days had elapsed, to find a different parentage for the child. With this view, he caused a report to be circulated to the effect that, when the Meetapoor Coolies demanded their boy of Bhanabhaee, that individual informed them that their child having died of small-pox he had been under the necessity of purchasing another child in its place. So he sent for certain Coolies of the village of Ambara within the Guicowar's limits, but mortgaged to the banks, and therefore to all intents and purposes Baba Nafra's own property. The Coolies on arrival at Baroda were kept in one of the Baba's garden houses till his arrangements could be perfected; the delay arose from the disinclination of one Dada Meean, a havildar in the employment of the firm, to join in the conspiracy. This individual was placed in irons and deprived of food till he agreed to depose as Baba Nafra desired, that at the instigation of Joiteebaee's mother, he had purchased a child from the Umleeara Coolie Dullia for Rs. 100 and brought him

by night to the house of Joiteebaee's parents. Having signed this deposition, he was released, and received a sum of Rs. 415.

The requisite depositions having been obtained, Baba Nafra then publicly proclaimed Joiteebaee to be an impostor, placed her in confinement in one of the rooms of the bank, and sent off to secure her parents and child; her mother Larbaee contrived to escape, but the father, Bhanabhaee, was seized and imprisoned in his own house, and the child and its uncle were brought away under a guard to the bank.

Next day the child's ornaments were removed, it was conveyed to the garden-house where the Coolies were kept, and handed over to them. At first they refused to have anything to do with it, but as Dulleea had received Rs. 100, and his cousin Jaria eight maunds of grain and 2 rupees in cash, they were compelled to take the child to Amleara, under a guard of Baba Nafra's Arabs.

The child was suffered to remain in their house for two days, when by Baba Nafra's orders it was removed from the dwelling of its alleged parents and placed in an empty house under Arab guards. No one had access to it save Dulleea's wife, who visited it thrice daily to give it the breast. In about three months it died suddenly after a few hours' illness, apparently from cholera, which scourge was raging in the village.

In February 1849, the Acting Resident, Mr. Andrews, reported to Government the version that had reached him of Baba Nafra's proceedings as regarded Joiteebaee and her child, and was told in reply that no notice need be taken of the occurrence until a complaint was

made by a guaranteed party. Joiteebaee did so complain on the 15th June and 17th August following, and the Resident was called upon for a report of the circumstances. The Resident (Colonel Outram) accordingly requested the Guicowar to institute a punchayet for the investigation of the case, not that he hoped or expected that justice would be awarded by such a court, but because he knew that Joiteebaee, as possessing our guarantee, possessed an ultimate right of appeal to the Resident.

The punchayet did not assemble till November 1847, and continued its sittings for upwards of two years; but finding that it would not make out such a case in behalf of Baba Nafra (being notoriously in his favour) as would stand the review of a British functionary, the members abstained under false and frivolous pretexts from bringing its proceedings to a conclusion. In the meanwhile Colonel Outram was obliged to leave through illness in September 1848. His *locum tenens*, Captain French, arrived in the following November. Without fully understanding the merits of the case, he conceived a prejudice against Joiteebaee, and recommended to Government, twelve days after his arrival, and before the punchayet had closed their proceedings into the allegations brought by Joiteebaee against Baba Nafra, that a new punchayet should be appointed to settle all matters in dispute between the two widows, and that razeenamahs should be taken from both to abide by the decision of the punch. Joiteebaee consistently refused to submit to such arbitration; she demanded justice against Baba Nafra, alleging what was strictly true, that Baba Nafra had summoned false

witnesses to swear that the child hitherto reputed to be Joiteebaee's son had been purchased from certain Coolies, and that under this plea he had abstracted the infant, placed herself and her father under a prolonged and rigorous confinement; subjected her to much personal indignity; defamed her character and reduced her to destitution; and she claimed, in virtue of her guarantee, that the investigation should take place at the hands of the British representative. In their reply of the 21st May 1849, Government desired Captain French to inform Joiteebaee that, as she had refused to consent to the arbitration of the dispute by a punchayet, Government declined to interfere further in her behalf.

When Colonel Outram returned to Baroda in May 1850, he found that the punchayet for the investigation of the charges against Baba Nafra was still sitting; that Joiteebaee was still vainly petitioning Government, and still refusing to submit her claims on the bank to the arbitration of a punchayet.

In the following July, however, the first intimation of the conspiracy above detailed was made to the Resident. He immediately called upon the Guicowar to arrest Baba Nafra and bring him to trial on a double charge of abduction and murder, and at the same time pursued the clue of the conspiracy that has been revealed to him with most remarkable energy, ability, and perseverance, and so thoroughly successful was he, that in the month of September following, His Highness the Guicowar's Minister publicly proclaimed that Joiteebaee had been a mother; that he was thoroughly satisfied of the truth of all Joiteebaee's allegations; that the aspersions cast on her character had now been

utterly and for ever dissipated, and he pledged himself on behalf of the Guicowar that immediate steps should be taken to demonstrate in a practical manner to the whole city of Baroda that her honour had been fully and satisfactorily vindicated.

He kept his word. A few days afterwards Joiteebaee was summoned to the palace, and a dress of honour conferred upon her.

The punchayet appointed for the trial of Baba Nafra gave in their award in October 1850. They found him guilty on the charge that "he had bribed certain Coolies belonging to the village of Meetapoor falsely to assert that Joiteebaee had purchased from them a boy, which she had passed off as the posthumous child of her deceased husband." The 2nd charge, "that he had suborned false witnesses to assert that the first spurious child having died, Joiteebaee with like fraudulent intent supplied its place by another boy, purchased from Coolies of Amleara," the punch considered not proven. They based this verdict on the difficulty which they alleged they experienced in determining whether or not Joiteebaee had ever had a child; and on the 3rd charge, "of forcible abduction of the child and his subsequent murder," they found him guilty, in a degree necessarily modified by their previous finding.

The aggregate sentence awarded by His Highness the Guicowar against Baba Nafra for these several offences was confinement in irons for 7 years and a fine of Rs. 15,500.

In reply to Colonel Outram's elaborate report on the subject, Government, in their letter of the 1st Decem-

ber 1851, while expressing their doubts as to the correctness of many of the conclusions he had arrived at, refused to interfere with the sentence passed by the punchayet on Baba Nafra, and decided that all claim to the British guarantee on his part had been cancelled by his conviction.

At the same time a scrutiny into the affairs of the bank was instituted by the Resident, and a defalcation to the amount of Rs. 17,05,043-11-9 was established against Baba Nafra. He at the same time refused to furnish any of the accounts of the firm. The Resident therefore recommended that, in failure of his producing his own and his Master's accounts, Baba Nafra should be required to make good the amount charged against him, and that his property and that of his son's subordinate banks should be sequestrated wherever it might be found; and that in failure of the defalcation being made good, the two sons of Baba Nafra, who traded on the Hurree Bhugtee funds, should be likewise imprisoned as debtors to the firm, and that, moreover, Baba Nafra should be informed that when the term of his present sentence had expired, he would be transferred to the debtor's jail, to continue in confinement until the claims against him were liquidated. Government however declined to interfere in the matter; but on a second remonstrance being made by Colonel Outram, their former decision was modified so far as to direct Mr. Davies, his successor, to advise His Highness the Guicowar to hold Baba Nafra responsible either for the production of the books of the firm or for payment of the estimated defalcation.

In the course of his investigations, Colonel Outram discovered that Baba Nafra had expended large sums belonging to the bank in bribery: he had remitted great wealth into British territory, and had even aspired to bribe members of Council in Bombay. The Native Agent at the Residency, Nursoo Punt, was for a long time in the Baba's pay before his treachery was even suspected, and directly he was dismissed for this and other misdemeanors in June 1850, Baba Nafra made overtures to his successor, Soorujram. He, however, had more honesty than his predecessor; he reported the matter to the Resident, and with his sanction carried on the intrigue. Three days after the Baba was arrested by the Durbar, on the 3rd July 1850, Moteechund Heerachund, a creature of Baba Nafra's, agreed to bring a sum of Rs. 20,000 to Soorujram's house. Soorujram gave notice of this to the Resident, and arrangements were made for intercepting the coin. A cart containing Rs. 9,300 was seized at Soorujram's house. Moteechund was also arrested, and confessed to having a further sum of about Rs. 6,500 in his own house; this latter sum was, at Colonel Outram's suggestion, seized by the Durbar, and Moteechund was handed over to them for punishment.

Colonel Outram recommended that the sum thus seized should be appropriated to the improvement of the Baroda Cantonment; this arrangement was ultimately sanctioned by the Government of India in 1854, and the money was expended on the construction of a Racket Court and public Swimming Bath.

On the 16th December 1852, Joiteebaee Seetanee transmitted a memorial of her grievances to the

Honorable the Court of Directors. She requested first, that the money which she had been obliged to borrow to prosecute her suit against Baba Nafra, amounting to Rs. 75,000, should be paid by the firm; 2*ndly*, she complained of her want of influence in the management of the firm; 3*rdly*, she demanded to be allowed to adopt a son as the representative of her lost child; and 4*thly*, she complained of the lenient way in which Baba Nafra was treated during his confinement.

This memorial was forwarded to the Resident, who, in his reply of the 16th December 1852, reported with reference to the 1st point, that His Highness the Guicowar had agreed that the sum claimed by Joiteebaee should be paid to her by the firm in instalments without calling upon her for any details. With reference to the 2nd point, the Resident reported that detailed arrangements had been drawn out for the maintenance of the widows; that the elder, Mahaluxmee, had consented to these arrangements, but that the younger, Joiteebaee, acting under bad advice, had refused to do so.

With reference to the 3rd request, he pointed out that a son by the elder widow was still alive, and that therefore by Hindoo Law the younger widow had no right of adoption: and with reference to Baba Nafra's imprisonment, he reported that His Highness the Guicowar had declared that he was treated with proper rigour; but that he had no means of ascertaining the accuracy or otherwise of the statement.

Joiteebaee died in 1853.

In his Bhandery Report of 1854, Sir J. Outram pointed out that the guarantee to the firm of Hurree Bhugtee was not perpetual, and that it might fairly have lapsed on the death of Bechur Samul in 1845, and that even though it had been extended to his widows, yet as the protection was during "good behaviour," the repeated acts of misconduct of the managing Goomashta, Baba Nafra, would have been sufficient to justify the withdrawal of the guarantee.

In consequence, however, of the peculiar circumstances of the case, and the certainty of ruin to which the heir of Bechur Samul Purshotum would be exposed were our guarantee withdrawn, he recommended, as a special case, that the guarantee should be extended to the young heir of the firm. The Government of India, however, in their reply of the 21st January 1856, refused to agree to this extension of the guarantee. Mahaluxmee, the elder and surviving widow of Bechur Samul, died on the 25th November 1860, and this guarantee has thereby lapsed.

No. 12. Manickchund Roopchund. — Guarantee granted to Manickchund Roopchund.

In 1809, Government authorised the Resident, Captain Carnac, to encourage the firm trading under this name at Surat to settle at Baroda, by extending to it the Honorable Company's bhandery.

The terms of the purwana granted are as follows:—

"Purwana granted by Annund Rao Guicowar to Manickchund Roopchund, a Shroff residing at Surat.

"You wish to come to reside in Baroda to carry on the business of a merchant in that place, and have requested a guarantee from this Government that you shall not be in any way molested or injured.

"This purwana is given therefore to you for your satisfaction; and for its due performance the bhandery of Captain Carnac, on the part of the Honorable Company, is affixed to it, as well as a promise to that effect from this Government. Dated Sumvut 1865, Chytur Sood 7, corresponding with March 1809."

Manickchund Roopchund had been dead many years prior to the date of this purwana; but the firm carried on transactions in his name at Baroda, under the abovementioned guarantee, until A.D. 1849.

In that year Captain French recommended the withdrawal of our bhandery, on the plea that Manickchund Roopchund had long been dead, and that the heads of the firm resided at Surat, although there was a small branch bank still in Baroda. In their reply of the 20th June in the same year, Government decided that the guarantee had lapsed by the death of the original grantee. The managing Goomashta appealed against this decision, on the grounds that Manickchund Roopchund had been dead long before the date of the guarantee, and that the sudden withdrawal of the bhandery of the British government would have the practical effect of closing its affairs, since the realization of its outstanding debts would become from that moment almost hopeless. Government however declined to alter its decision. It was decided that the guarantee was not hereditary and that nothing had

been brought forward to show that the firm was composed of the individuals to whom the guarantee was originally granted.

This bhandery has therefore lapsed since A.D. 1849.

No. 13. Dowlut Rao Guicowar.

We now come to the relation of a number of guarantees of protection and life pensions granted at various times to different members of the Guicowar family: first on the list is that to Dowlut Rao Guicowar.

This individual was the son of Kanojee Rao, one of the most intriguing and restless members of the Guicowar family.

Kanojee was an illegitimate son of Govind Rao Guicowar; when the latter died in 1800 he was succeeded by his eldest son Annund Rao. Annund Rao was imbecile, and his half brother Kanojee found little difficulty in deposing him: with the aid of the ministers he secured his person and assumed the government in his name. He however exercised his office with so great a want of temper, that Rowjee Appajee deposed him after a few months, and handed him over for safe custody to an Arab guard at Rancapoora. When the Arabs mutinied in 1802, they released Kanojee and placed themselves under his orders. On a small British force marching against Rancapoora, however, Kanojee and his Arabs evacuated the place, and the former took refuge with the Raja of Rajpeepla.

After the disbandment of the Arabs at Baroda, a large party of them determined on joining Kanojee

in breach of the capitulation they had entered into: they effected their purpose, although pursued by a British detachment, which dispersed them while *en route* with some loss.

During the whole of 1803 Kanojee was engaged in hostilities against the Guicowar government, and though he met with no success, the employment of the major part of the troops in the Deccan prevented those left in Guzerat from gaining any decisive advantage over him. He not only molested the Guicowar possessions, but those also of his tributaries the Rajas of Doongerpoor, Loonawarra, and Barea, who accordingly claimed British protection, but were told in reply that no troops could then be spared: a Native Agent was sent to encourage them to unite against Kanojee, and to offer favourable terms to that individual provided he submitted. He, however, treated these proposals with scorn. He soon after retired to Malwa, and wrote thence in 1806 to tender his submission. He surrendered himself in 1808, and was allotted a residence at Padra, with an annual allowance of Rs. 40,000. The terms of the sunnud granted to him at that time by Annund Rao Guicowar under British guarantee were as follows:—

"It is hereby registered that we promise and pledge ourselves to provide a suitable establishment and income for you our kinsman, Kanojee Rao Guicowar, to be paid by our Sirkar at the following rates per annum (intercalary months in leap years not being allowed as additional):—

For yourself and Family.

Your Mother's pension and establishment	Rs. 4,000
Your personal expense	„ 32,000
Your Son's establishment	„ 4,000
	Rs. 40,000

For the following individuals or your establishment:—

Suddasheo Rao Maharaj	Rs. 5,000
Naojee Patel Goly	„ 3,000
Shew Rao Suddasheo	„ 2,000
	Rs. 10,000

A total of fifty thousand rupees: and the same is pledged to you payable yearly, and the same shall accordingly be paid to you year by year by this Government."

Kanojee's restless and ambitious nature would not allow him to remain long in obscurity and indolence at Padra; he soon began to intrigue with parties at Baroda, with the view of suddenly seizing on the capital; but his designs were discovered, and just as he was on the point of marching on Baroda, his residence was surrounded and he and his adherents made prisoners. He was soon after removed as a state prisoner to Madras, where he died.

His son Dowlut Rao, at the time of his capture, was a boy of about 13 years of age. The nemnook of Rs. 4,000 per annum assigned to him in the sunnud above quoted was continued to him. As he grew

up insanity began to develope itself: he was addicted to drink, and in his cups was furious and unmanageable. This culminated in 1832 in the murder of his wife, whom he suspected of carrying on a criminal intrigue with one of his Carkoons.

For this act he was confined in irons for eight years. He was then allowed to reside in the camp at Baroda for some months under surveillance of the Residency Surgeon, and on that officer's report of his quiet and orderly behaviour, he was permitted to return to the city and take up his residence there.

He died in 1857, and his nemnook and our guarantee have consequently lapsed.

No. 14. Mookoond Rao Guicowar and Morar Rao Guicowar.

Morar Rao was the uncle, and Mookoond Rao one of the illegitimate brothers of Annund Rao Guicowar.

In the troublous times succeeding Govind Rao's death, they too took their share in opposing Annund Rao's authority.

They co-operated with Mulhar Rao, and when he was obliged to submit to the Guicowar through the intervention of a British force, as related above in the sketch of Mulhar Rao's career, they fled to Sumbheira, and established themselves in the fort of that town. The fort was attacked and reduced by a British detachment, but Mookoond and Morar managed to escape, and took refuge with Bappoo Powar of Dhar, and disregarding the liberal offers which Major Walker was empowered to make, they endeavoured to incite

Powar and Sindia to hostilities against the Guicowar and British Governments.

In A.D. 1808, they submitted themselves to the Durbar, they were granted annual allowances of Rs. 5,000 and Rs. 4,000 respectively, and a sunnud was granted them in the following terms:—

"Formerly you did not conduct yourself properly, and wandered about from place to place, but now you are become wiser, and wish to come into my presence. The Government therefore, through kindness, gives you an order to come and to conduct yourself according to your wishes, and you shall not be improperly treated; for the performance of which agreement the bhandery of Colonel Walker, on the part of the Honorable Company, is given to you."

Morar Rao died soon after Mookoond Rao in 1851, and this guarantee has therefore lapsed.

No. 15.
Durreabaee Guicowar.

Durreabaee was one of Annund Rao Guicowar's wives. On his death in 1819, a pension of Rs. 13,000 per annum was settled on her and her son Luximon Rao, to be continued during the life of the former. The sunnud runs as follows:—

"A sum of Rs. 13,000 has been hereby fixed for the maintenance and support of Durreabaee. Accordingly, as above written, an order of payment has been issued from the Sirkar on the potedar, to ensure which the bhandery of the British government is given."

Durreabaee died in 1845; her son Luximon Rao receives a pension (unguaranteed) from the Guicowar government of Rs. 6,500 per annum. The guarantee lapsed on the death of Durreabaee.

No. 16.
Oomed Koonwurbaee.

Oomed Koonwurbaee is also one of Annund Rao Guicowar's wives. On his death in 1819, a yearly nemnook of Rs. 9,000 was granted to her and her son Gopal Rao, to be continued during the life of the former. The draft of the sunnud is as follows:—

"This paper is given to Oomedbaee and Gopal Rao Guicowar, fixing the amount of their expenses during the life of Oomedbaee.

"A Chittee therefore will be given on the potedar of the Sirkar for an annual nemnook of Rs. 9,000, to be paid to him regularly; accordingly the above-mentioned Chittee will be issued as stated before, for the continuance of which the bhandery of the Honorable Company is given."

The grantee* is still alive, and the bhandery is therefore still in existence.

No. 17.
Gunput Rao Guicowar.

Gunput Rao Guicowar is an illegitimate son of the late Annund Rao Guicowar by Kooshaba, a slave girl. On his father's death he was allowed a pension of Rs. 4,000 per annum.

---

* For further particulars of Oomedbaee see memoir of Pudjee Rao Guicowar.

The terms of the sunnud are as follows:—

"This paper is given to Gunput Rao Guicowar, son of Kooshaba, fixing the sum of Rs. 4,000 for his expenses per annum, to which effect a Chittee will be granted from the Sirkar on the Potedar for the payment of this sum, and for the continuance of which the bhandery of the British government is given, detailed as above."

Gunput Rao is still alive and in the enjoyment of the nemnook.

The bhandery will cease on his death.

No. 18.
Family of Futteh Sing Rao Guicowar.

Futteh Sing Guicowar was a younger brother of Annund Rao Guicowar. He was at Poona when his father Govind Rao died, and in 1802 the Peshwa, jealous of British interference in Guzerat, and of the part that power had taken in supporting Annund Rao's right, threatened to set up Futteh Sing as a competitor for the Gadee. In consequence of Annund Rao's imbecility, however, the Bombay Government made overtures to Futteh Sing to return to Baroda to take part in the administration, but he was detained for a whole year at Poona by the Peshwa. He was then handed over to the charge of Jeswunt Rao Holkar, who was exceedingly jealous of our interference in Baroda affairs. Futteh Sing remained some months in the custody of a body of Puthans in Holkar's service, but ultimately, by promise of payment of a heavy bribe, obtained his release and escaped to Baroda

with a body of 400 of them. A sum of Rs. 50,000 was settled as the ransom money, and was believed by the Resident to have been paid; but he discovered in the following year that Seetaram Raojee the Minister had committed a gross breach of faith and withheld the ransom money; had appropriated Rs. 12,000 to his own use, and had managed to withdraw the hostages for the payment held by the Pathans. He immediately did his best to repair this flagrant disgrace, but as the leader of the Pathans was still in Holkar's service, and Holkar was at that time maintaining a hostile attitude, the former was informed that the money would be paid him when he had quitted the prince's service. In 1804 Futteh Sing was made Motalik or Deputy of the reigning Guicowar. His concurrence was declared to be essential in all public business, and he had in charge the management of the private purse of Annund Rao. During the period of his administration, the Resident was virtually the manager of the state. Futteh Sing was in complete subordination to him, and acted on all occasions according to his advice.

Futteh Sing died on the 18th June 1818: he left three widows, Anundeebaee, Radhabaee, and Luximeebaee, all of them childless. The second widow, Radhabaee, wished to become a "suttee" on the funeral pyre of her husband, but was deterred, by being allowed by the Resident to adopt a son to inherit Futteh Sing's private property. She wished much to adopt a son to inherit *all* Futteh Sing's rights, including his reversion of the Gadee, but this was disallowed by Major Carnac. A nemnook of Rs. 93,000 was at the same time allowed to the family.

The child selected for adoption was Govind Rao, the son of Gunput Rao Guicowar, who was a grandson of Mallojee, the brother of Peelajee, of whom the reigning family were direct descendants. Should therefore the male issue of Peelajee fail, the descendants of Gunput Rao would have the strongest claim to the Gadee.

Gunput Rao had an estate assigned to him at Sunkheira. He set himself up in opposition to Annund Rao on that monarch's accession, and in 1802 took part with his relations Morar and Mookoond Rao in Mulhar Rao's rebellion. When the latter was defeated, Gunput Rao and his friends shut themselves up in the fort of Sunkheira. It was invested and reduced immediately after by a British force, but Gunput Rao effected his escape and fled to Dhar, where he took refuge with Bappoo Powar. That prince became security that Gunput Rao should not be permitted to engage in any intrigues against the Guicowar state, so long as his asylum was respected. Gunput Rao soon after fell into a state of hopeless idiotcy, but his wife and family returned to Baroda, where they received a suitable provision from the Durbar.

Although the ceremonies usual at adoptions were not performed in Govind Rao's case, he acted as chief mourner at the cremation of Futteh Sing's remains, was abandoned entirely by his own mother, and received into Radhabaee's house without any opposition on the part of the other widows.

Radhabaee soon after pretended that Major Carnac had assured her that her son was entitled to all the

privileges of adoption, including the succession to the throne, and as she resolutely refused to withdraw his pretensions, the guarantee was declared by Mr. Elphinstone to have lapsed when he visited Baroda in 1820.

Radhabaee continued in active opposition to Syajee, brother and successor of Annund Rao, till the year 1826, and as she continually declared Syajee an usurper, and that her adopted son was the real heir to the throne, Syajee naturally treated her with some harshness. Through the interposition however of Mr. Williams, the Resident, a settlement was effected in 1826, in which, in consideration of the claims of Govind Rao to the gadee being withdrawn, life-pensions of Rs. 10,400 and 12,400 per annum were settled on Rahdabaee and Govind Rao respectively, and Syajee engaged to release a number of the dependants of the family whom he had at various times imprisoned.

Syajee Rao broke the engagements he had entered into; he evaded to release the prisoners; he fomented discussions between the mother and son; he withheld the payment of the guaranteed nemnook, and finally, in 1829, ordered the city guards to refuse entrance to Govind Rao within the city walls. Govind Rao in the mean while seeing the hostility displayed towards him, gradually increased the number of his guards. On the 22nd July 1829, he was riding into the city with a number of retainers, when he was rudely denied entrance by the gate guard; an affray immediately ensued; there were casualties on both sides. Govind Rao escaped unhurt and took refuge with a number of retainers in a house belonging to Colonel Ballantyne,

in the vicinity of the Residency, in which he occasionally resided, and there barricaded himself. Syajee Rao immediately begged the Resident's interference, and asked him to close the road between the Residency and cantonment, on the plea that if he began to coerce Govind Rao (the house in which he had taken refuge being on that road), British subjects passing between the Residency and camp might probably receive some injury, in which case the Guicowar would be held responsible. The Resident declined any interference in the matter, and recommended Syajee to effect a compromise with his relative. Syajee immediately surrounded the house with about 500 followers and established a close blockade. Govind Rao then proceeded to enlist followers for his protection: their numbers rapidly increased to 800 or 1,000, and a collision between his men and the Guicowar troops appeared to be imminent.

It has long been the custom at Baroda for the Resident, accompanied by a detachment of British troops, to meet the Guicowar and escort him some little distance when he proceeds in state through the environs of the city on the two festivals of Gunputtee and Dussera. On the occasion of the Gunputtee, His Highness, attended by a large retinue, goes from the palace in the city to the Bheemnath Tank in the suburbs, for the purpose of throwing a clay image of the god into the water. There is an established route which is always taken on these occasions, and as this passed in front of Govind Rao's house, that individual expressed his intention of opposing the passage of the procession.

When the usual invitation came from the Durbar to the Resident, Mr. Williams mentioned what he had heard of Govind Rao's intention, and suggested that the procession should take some other road. Syajee Rao however refused; he said that there was only one established route, and that he would go by no other; so Mr. Williams, seeing that Syajee was endeavouring to drag him into the quarrel, and foreseeing the complications that would arise if a tumult should take place on the occasion, refused to attend unless the Guicowar promised to go by some other way. A bitter correspondence on the part of the Durbar ensued. Syajee taunted the Resident with cowardice, accused him of being the cause of Govind Rao's insubordination, and refused to have the ceremony at all unless the Resident accompanied him; this the latter as steadily refused to do under the circumstances.

The same thing occurred at the subsequent ceremony of the Dussera.

Govind Rao held out for nearly six months, and though a collision appeared every day inevitable, and slight skirmishes did actually take place between the outposts, Syajee refrained from pushing matters to extremities. He chose, in preference, to perform incantations in the hope of Govind Rao's dying under their effects, and endeavoured to procure his death both by poison and assassination. Govind Rao in the mean time was at his wit's end to procure subsistence for his numerous followers, and sent urgent appeals to the Resident to interfere in his behalf. Matters were in this state when the Governor of Bombay, Sir J. Malcolm, arrived in Baroda in the commencement of

the year 1830, and turned his early attention to the case. He directed the Resident to pay up and discharge the mercenaries in Govind Rao's employ, reducing their demands so as if possible to fall within the limit of the arrears of pension due, and that if prompt obedience was not rendered, he was to summon a body of British troops to coerce them. The Resident was also directed to come to some definite arrangement for the future with Govind Rao. He deputed his Assistant, Dr. Kennedy (the Residency Surgeon), to conduct this negociation.

Mr. Kennedy found that the claims of the mercenaries amounted to Rs. 1,30,000: he offered them 25 per cent. of this amount, and this offer was accepted by about half the number, who were paid up and discharged. The remainder refused to accept these terms on the plea that they had pecuniary claims and family ties in the city. While the negociation was still pending, they seized the person of Govind Rao, and threatened to take his life if force was used against them. Mr. Kennedy was then ordered to increase his offer of settlement at the excess of one anna in the Rupee, and ultimately bought up all the recusants at an increased charge of Rs. 10,000. They took their discharge and released Govind Rao, who was granted a temporary asylum at the Residency.

He was removed during the same month to Surat, and was allowed a sum of Rs. 30 per diem for his maintenance, until some definite arrangement was entered into.

In 1832 Lord Clare, who had succeeded Sir J. Malcolm as Governor of Bombay, visited Baroda, and

drew up the following agreement with the Guicowar regarding future provision for Govind Rao:—

"His Highness Syajee Rao Guicowar entered into an agreement with the British government, by the advice and with the consent of Mr. Williams, Resident at Baroda, on the 28th April 1826, by which it was settled that a nemnook of Rs. 12,400 a year should be paid to Govind Rao Guicowar; wherefore His Highness, after deducting what he had paid of the sum up to the present time, is to pay up the remainder, and in future pay the nemnook each year by giving an order on his banker every six months through the medium of the British government, to be cashed without deducting commission or per-centage, to be continued for the whole period of his life, after which it will revert to the Guicowar government.

"The British government admits that Govind Rao Guicowar has acted in opposition to the Guicowar government, and that therefore he ought not to be allowed to enter the Guicowar territory without permission from the Guicowar government, but that he should in consequence be compelled to reside at Surat or some other place within the British territory calculated for his safe custody. When Futteh Sing Guicowar died, his wife, Radhabaee, wished to perform suttee, and for the purpose of dissuading her, Govind Rao Guicowar was brought, but that child has no claim whatever on the property of the State. A nemnook of Rs. 11,400 was settled on Radhabaee on the 28th April 1826, which must be paid up to her by the Guicowar government, after deducting all that it has already paid of that amount;

and for the future the allowance must be paid to her without deduction each year, by an order on the banker, to be continued for the whole period of her life, and after her death it is to revert to the Guicowar government.

"Should Govind Rao or Radhabaee Guicowar in future act in opposition to the Guicowar government, their nemnooks will be forfeited thereby, with consent of both Governments. Dated 27th March 1832.

"(Signed) CLARE."

In the same year Govind Rao, while at Surat, detected one of his servants in an intrigue with one of his female attendants, and exacted punishment himself by first beating the man most cruelly and then cutting off his nose and one of his ears. For this offence he was fined Rs. 1,000, and was told that a repetition of such misconduct would cause his expulsion from British territory. His income of Rs. 30 per diem was about the same time reduced to Rs. 20, until the debt of Rs. 25,200, due by him to the British government for the arrears paid by them to his mercenaries in 1830, was discharged by the appropriation of the extra 10.

In the year 1833, Govind Rao was removed from Surat to Ahmedabad, and was placed under the surveillance of the Magistrate at the latter place.

In 1842, his debt due to the British government was liquidated, and the sum of Rs. 10 per diem was still continued to be deducted from his allowance to pay

off a large debt of Rs. 62,945 he had contracted to the firm of Hurree Bhugtee.

Radhabaee, Govind Rao's adoptive mother, died on the 16th June 1846. Govind Rao, in anticipation of her death, had sent his wife and family some time before on a visit to that lady, in order that they might be on the spot to claim her property.

Immediately the news of Radhabaee's death was communicated to the Durbar, His Highness the Guicowar sent a guard to take possession of her house and property. In reply to the Resident's report on the subject, the Bombay Government directed him to take an inventory of the property, and attach his seal thereto, pending decision of Government as to whom the property of right belonged. The Guicowar refused to allow any interference, but after some correspondence, sent up an inventory made by his officials, which estimated the value of the property left by Radhabaee at Rs. 10,230-8-0, in addition to clothing and furniture.

In the month of July of the following year (1847), Government decided that they had no jurisdiction in the matter, but urged the Resident to use his best endeavours to obtain the property for Govind Rao. On the 15th of October, however, they instructed the Resident to inform the Guicowar that "the decision in the case would be hereafter communicated to him." In the meanwhile they referred the case to the Court of Directors for instructions, and that body, in their Despatch of the 15th March 1848, decided in Govind Rao's favour, on the grounds that he was regularly adopted, and therefore entitled under our guarantee

to all the rights appertaining to an adopted son. The Resident was consequently directed by the Bombay Government, in their despatch of the 17th May 1848, to obtain the assent of His Highness. To this decision Gunput Rao Guicowar, who had succeeded Syajee, yielded a most reluctant assent; not, he explained, from avaricious motives, as the amount of the property was so trifling, but because he feared that an admission on his part of the adoption of Govind Rao being valid would be brought up at some future time to bar the rights of his family to the gadee. At the same time he said that the value of the property belonging of right to Radhabaee only amounted to about Rs. 5,000, and that as he had expended 10 or 12 thousand rupees on her funeral rites, her assets were in reality *nil*. In his transmitting letter, the Resident pointed out that he had no means whatever of ascertaining what property Radhabaee had left, as no inventory was taken at the time on the part of the Residency. Government, in reply, directed that if Govind Rao made any claim in excess of what the Guicowar was willing to give, he should make his claim good by proofs before the Resident.

While this discussion was going on, Luximee Baee, the youngest widow of Fetteh Sing Guicowar, died on the 24th July 1848, and Govind Rao immediately put in a claim for her private property as well.

On the 28th December 1848, Captain French, the Acting Resident, reported that the Guicowar was willing, in obedience to the orders of the Honorable Court, to pay into the Treasury on Govind Rao's account a

sum of Rs. 7,786-14-0, which he stated was the full value of the private property left by Radhabaee. At the same time Captain French represented his inability to ascertain whether this amount was correct or not.

Government, in their reply, doubted the correctness of this estimate, as they considered that a lady of Radhabaee's rank must have possessed much more property in jewels, &c. at her decease, and they reiterated their wish that Govind Rao should have every opportunity of making good his claim to any excess he might be able to prove above the amount admitted by the Guicowar.

In a subsequent letter of the 18th January 1850, the Government of Bombay reiterated their arguments above quoted, and directed the Resident to give Govind Rao Guicowar a full month's time to produce lists with proofs of the property left by his mother, and that should he fail at the expiration of that period to produce such proofs, the Guicowar should be called upon to pay in a sum of Rs. 10,000 on that account. On the 10th June following, the Resident reported that the Durbar had paid into the Residency treasury a sum of Rs. 10,200, in accordance with the wishes of the Government, and in reply to a reference from Government as to the reason of paying in Rs. 200 in excess of the sum demanded, the Resident replied, that the Guicowar had done it to show that "he did not concur in the principle upon which Government had decided."

Govind Rao was entirely dissatisfied with this decision, and endeavoured to obtain a revision of it;

failing this he refused to remove his family from the house occupied by Radhabaee, although frequently called on to do so, and its being, moreover, represented that the house was in a dilapidated condition: ultimately, however, he did remove them of his own accord.

With reference to Govind Rao's claim to the property of the other widows of Futteh Sing, the Shastree of the Sudder Adawlut gave a decision in his favour, supposing that he was a really adopted son, and this view was endorsed by the Government of Bombay. The Guicowar however steadily refused to recognize this decision: he affirmed that Govind Rao's adoption was not valid, and that even if it were so, he could have no claim to the property of his subjects, who did not possess our guarantee. The matter was subsequently dropped by Government, and the claim was not pressed on His Highness.

The adoption of Govind Rao brought nothing but annoyance and distress on him during his whole life. In addition to his other misfortunes, symptoms of leprosy and insanity developed themselves during his residence in Ahmedabad, and in consequence of his unfortunate position, he was unable to negociate suitable alliances for his family of two sons and two daughters, who had by 1856 grown up.

In that year his insanity developed itself in restlessness. He absconded twice from Ahmedabad; on one occasion he took forcible possession of a house in Dhakore belonging to the Guicowar; on another he was arrested by the Durbar officials in Baroda, and returned under a guard to Ahmedabad.

In the following year (1857) it was discovered that he had allowed sepoys of the garrison to visit him, and had held exciting and dangerous conversation with them regarding the mutinies. It was accordingly considered desirable that he should be removed from Ahmedabad, and the Resident, Sir R. Shakespear, in anticipation of the orders of Government, handed him over to the custody of the Guicowar. These proceedings were approved by the Supreme Government, and that authority declared that his guarantee was forfeited by misconduct; the same was notified in the *Calcutta Gazette* of 9th October 1857.

When Govind Rao's accounts were closed at the Residency, a balance remained in his favour of Rs. 32,096-1-6; this sum was handed over to the Durbar to be expended in the marriage of his children, by order of the Secretary of State for India of the 20th February 1859.

Govind Rao Guicowar is now in the custody of the Durbar, and is well treated; he is imbecile, has lost the greater portion of his extremities from the ravages of Indian leprosy, and has, in all human probability, nearly come to the close of his restless and most unfortunate career.

No. 19.
Bulwunt Rao Guicowar.

Bulwunt Rao Guicowar was a son of Annund Rao by his favourite wife Tukhtbaee. This lady was married to Annund Rao, but being a Rajpootnee their issue was considered illegitimate. Bulwunt Rao and his brother Pillajee lived with Tukhtbaee on the pension granted to her by the state, until her

death in 1833; when disputes having arisen between the two brothers, separate Sunnuds were granted to them. That to Bulwunt Rao, of the 5th February 1833, is to the following effect:—

On the 24th day of Rubbee-ul-Akhir, in the year Sumvut 1876, A.D. 1820, a yad was granted, containing the nemnook for Tukhtbaee, Bulwunt Rao, and Pillajee Rao Guicowar, and two other yads were written in Tukhtbaee's name, under the bhandery of the Honorable Company. After the demise of Tukhtbaee, disagreements having sprung up between you and your brother Pillajee Rao Guicowar, you gave in a Razeenamah to the Sirkar for a division of your nemnooks: consequently, and as both of your nemnooks were assigned in the original yad, this yad is given you for your nemnook, and the former are taken by the Sirkar through the Political Commissioner. The date from which your nemnook is to continue is from 1st Ramzan, 22nd January 1833.

The Hoozurat paga under you as before is to do duty according to the orders of the Sirkar. Its annual nemnook, including chundee, rahtub, grass, equipments, &c. will be paid according to the rules of the Military service.

Nemnook of the Paga above-mentioned for Rozmurrah, Grass, Equipment, &c. . . Rs.	30,000	0	0
Deduct one anna according to usage in the Military service . . . . Rs.	1,453	2	0

Balance hitherto received ..... Rs.		28,546 2 0
Add the whole amount of Chundee, Rahtub, Mussala and as before fixed ..... Rs.		5,746 1 3
Total Rs.		34,292 3 3

Personal Nemnook, &c.

For your personal expenses ..... Rs.	13,000 0 0	
Allowances for Julnib Shagrid Paisa, at Rs. 400 per mensem .. Rs.	4,800 0 0	
Palkee allowance for your wife ..... Rs.	1,000 0 0	
The amount of Salabad Babtee on account of Gunputtee, and for articles from shops, Modeekhana, and for cloth for Dussera and Nagpunchmee from the Sirkar's Jamdarkhana, and also on account of Gunjekhana and other articles under the head of Salabad Babtee, is now fixed at Rs. 9,000 per annum, out of which half is to be paid to Pillajee Rao and the		

other half to you, which is .....Rs.	4,500 0 0	
Amount fixed for the Bheer of the village of Kurrolee, which has been taken for the use of the Sirkar's cattle is Rs. 1,000, half of which is to go to Pillajee Rao, and half to you.....Rs.	500 0 0	
		23,800 0 0
Annual nemnook separately paid to the individuals by the Sirkar, viz. Bappoojee Powar's nemnook as hitherto received .....Rs.	4,000 0 0	
Khooshall Bhowanee Putwa .....Rs.	2,000 0 0	
		6,000 0 0
	Total Rs.	64,092 3 3

The payment of this amount is as follows on account of the pay, &c. to the Paga. By Domallee villages, viz :—

Produce of the village of Wulwud. Rs.	13,000 0 0	
Do. Kowur .... „	632 1 25	
Do. Morleepoor.. „	500 0 0	
Rs.	14,132 1 25	

By Notes—

According to usage in the Military service, on account of Rozmurah ..... Rs. 14,414 0 75

On account of Grain, Rahtub, &c. .... Rs. 5,746 1 31¼

Rs. 20,160 2 6¼

Total Rs. 34,292 3 31¼

Your personal nemnook will be paid as follows:—

By Doomalla villages, inclusive of the additional produce as before determined—

Produce of the village of

Gamaita .. Rs. 7,033 3 37½

Ditto Mandodur. „ 3,740 3 0

Rs. 10,774 2 37½

By Notes—

On account of the Kullal Buttee (liquor shop situated near the Budden), a deduction of Rs. 3,000 has hitherto been made from both your nemnooks, and it is now arranged that the produce of the Kullal

Buttee should be alternately managed by each of you for 5 years, so that during your five years' management an annual deduction of Rs. 3,000 will be made from the Chitties which you are to receive for Rs. 13,026-1-62½. During the period of Pillajee Rao Guicowar's management of the Kullal Buttee, you will receive the full amount of your Chitties, and the deduction of Rs. 3,000 will then be made from his Chitties. In this manner it has been settled. The amount of your Chitties is..... Rs. 13,027 1 62½

23,800 0 0

Total amount of nemnook.... Rs. 58,092 3 31½

The persons who are separately paid shall continue to receive their nemnook Chitties, viz :—

Bapoojee Rao Powar ..	Rs. 4,000	
Khooshall Bhowanee Putwa	„ 2,000	
	——	6,000 0 0
	Total Rs.	64,092 3 31¼

Besides you have—

1. The Grass Bheers of the villages of Kohur and Morleepoor.

2. The gardens of Sandeyah Koowa.

3. Three Elephants, the Rahtub for which you will continue to receive from the Sirkar as usual.

After fixing the annual nemnook of Rs. 64,092-3-31¼ for the Hoozurat paga, chundee inclusive, according to usage in the Military branch of the service, as well as for the disbursement of your personal allowance and of others, the mode of payment is given in detail, and in like manner you will continue to receive the same; besides this, the other three articles will also be maintained by the Sirkar, and for the due fulfilment of which the bhandery of the Honorable Company is affixed.

The bhandery of the Honorable Company is affixed to this paper.

(Signed) JAMES WILLIAMS,
Political Commissioner, Guzerat.

Baroda, 5th February 1833.

According to this sunnud, therefore, a sum of Rs. 58,092-3-31½ was fixed for the maintenance of the Hoozurat Paga, entrusted to Bulwunt Rao's care, and for his own private expenses, and an extra sum of Rs. 6,000 was fixed for the maintenance of two of his mother's dependants, Bapoojee Rao Powar and Khooshall Bhowanee Putwa. No mention is made in it of protection of any other nature than as regards the nemnook and paga, and the words "for life" are not even inserted.

At the time of its being granted, Mr. Williams distinctly informed the grantees "that their guarantee was liable on any flagrant misconduct to be withdrawn."

Bulwunt Rao was a man of dissolute, depraved, and extravagant habits; he neglected his paga most shamefully; lived riotously in Baroda on borrowed money, which he had no means or intention of liquidating; forwarded constantly to the Resident and Government complaints of bad treatment which were entirely devoid of truth; refused to give any assistance towards the unravelling of his pecuniary entanglements, and on the contrary threw every obstacle he could in the way when the investigation of his affairs devolved on the Resident; and, in short, from the time of the guarantee being granted in 1833, to his death in 1852, his bad conduct was a constant source of vexation to the Resident, and the cause of a most voluminous correspondence with Government.

The three objects which called for our active interference in connection with this man were:—1*st*, his dispute with the Patels of Wulwud; 2*nd*, the ineffici-

ency of his paga; and 3*rd*, the settlement of his pecuniary affairs.

Wulwud was one of the villages assigned for the maintenance of the paga, and its revenue was assessed at Rs. 13,000 per annum. A dispute had existed between the Patels and the family of Tukhtbaee as to the respective grounds to be cultivated by each party; since 1820, when this village was first assigned to them, and subsequent to 1833, complaints and counter-complaints were preferred by Bulwunt Rao and the Patel on the one side, that the grantee could not get his rights of produce, and on the other of oppression and extortion. At length in 1838 both parties agreed to submit their differences to arbitration by a punchayet, who decided that Bulwunt Rao should pay the Patels the sum of Rs. 29,476-10-0 as ready money, and that certain Vechania, Geerania, and Pusaeta lands and Nurwa rights, which Bulwunt Rao had unlawfully possessed himself of, should be restored to the Patels.

Bulwunt Rao refused to abide by this decision, and though repeatedly pressed by the Resident to do so, did not give way till 1840. In that year he signed an agreement with the Patels, leasing them the village for a term of years at Rs. 13,000 per annum.

The paga of 93 horse which had been assigned to Bulwunt Rao was attached to the Mahee Kanta Political Agency, its head quarters being at Sadra. As early as 1836 the Political Agent complained of its inefficiency, and that it was perfectly useless for police purposes. In the following year, Bulwunt Rao was informed by Government that if thenceforth he failed to maintain the

paga in an efficient state, or if they again misbehaved themselves, he would be held responsible.

Yearly complaints being made of the bad state of the paga, Mr. Boyd, in 1841, "saw no other method of securing its efficiency than by taking steps to ensure the men receiving at least a part of their pay regularly," and to this end arranged with His Highness the Guicowar to receive the "Rozee" Chitties direct from the Durbar, and to send them to the superintending officer instead of letting them pass through Govind Rao's hands: this arrangement was sanctioned by Government, and continued in force some months, when the improved state of the paga and Bulwunt Rao's pledges to make good the entire Rozee for the future, together with an additional monthly payment of Rs. 138-8-0, which was required to maintain the paga efficiently, induced the Resident to release the Rozee from sequestration. But the Sirdar's pledges proved good for nothing. On the 25th June 1841, the Superintendent of the Contingent reported that the new arrangement had been carried into effect on the faith of these pledges. On the 18th January 1843, however, he reported that the extra "Rozee" had only been paid for one month. On the 4th June following he wrote to the same effect, and on the 18th July 1843, he reported that the greatest confusion prevailed in Bulwunt Rao's paga, and to an extent that if not immediately remedied, he was afraid would be almost inextricable. He also said that the promised payment of Rs. 138-8-0 had only been made good for one month.

The pressure for the time was relieved by a remit-

tance in April 1844, which the Assistant Resident obtained from Bulwunt Rao.

In 1847, the Political Agent in the Mahee Kanta reported that the pay of the paga was heavily in arrears; that the men were in the utmost distress, and in consequence insubordinate and unruly. In their reply, Government on the 28th August 1847 directed the sequestration of the paga. It was accordingly made over to the charge of the Superintendent of the Guicowar Contingent in the Mahee Kanta, and a sum of Rs. 17,028 was paid (out of Govind Rao's nemnook) direct by the Durbar to the Political Agent for its maintenance; but as this sum was found to be insufficient, a further amount of Rs. 138 per mensem was paid through the Residency, making the total amount for the maintenance of the paga come to Rs. 18,684 per annum.

The paga remained under attachment until Bulwunt Rao's death on the 1st October 1852. In 1849, the Acting Resident had proposed that, as the paga would revert to His Highness the Guicowar on Bulwunt Rao's death, and as that individual had nothing to say to its interior management, which must necessarily take up much of the time of the Political Agent, it had better be made over at once to His Highness, the personal allowance to Bulwunt Rao being still continued to him. The Bombay Government sanctioned this proposal, provided Govind Rao should assent to it, which of course that individual refused to do. In 1852, the Court of Directors noticed this proposal, and considered that in consequence of his

conduct, his wishes should not be taken into consideration. On referring the matter however to the Durbar, His Highness said that he was quite satisfied to leave the paga during Bulwunt Rao's life-time under the superintendence of the Political Agent in the Mahee Kanta.

Bulwunt Rao died a few months after, and the paga then reverted to His Highness.

As early as 1839, the creditors of Bulwunt Rao complained to the Resident that they were unable to recover any of their claims against him. The Government of Bombay on this directed that the creditors should be summoned to the Residency, and that if they agreed to a compromise, the Resident was to submit a list of their claims and the amount for which they were willing to compound. It does not appear that this order was acted on, but a list of debts was made out, amounting at that time to Rs. 4,15,283-14-6. On the other hand, Bulwunt Rao declared that he had claims against the Guicowar state and individuals, amounting to Rs. 1,84,504-7-0 interest and Rs. 4,84,288-8-0; and these claims he persistently urged, although he had not a tittle of evidence to produce in his favour, and they had been declared by Mr. Ogilvy, as far back as 1840, as "put forth apparently from a desperate wish to force a fresh arrangement of his embarrassed affairs, rather than from any hope that they could be complied with." This view was adopted by Government, who in 1844 ruled "that it was unnecessary at that distant period to re-agitate any of the points embraced in Bulwunt Rao's petitions.

Subsequent to this, in 1846, two of Bulwunt Rao's creditors preferred demands against him in petitions to Government, which were directed to be investigated by the Resident, and awards were given in their favour of Rs. 4,599 to Damodhur Kasseedass, and 455 to Yusoofbhai Bubbarbhai; but Bulwunt Rao paid no attention to injunctions from the Residency to pay up these amounts.

In 1848, the creditors came up twice in a body to the Residency to demand justice, representing that in consequence of his guarantee they were unable to sue Bulwunt Rao in the Durbar Courts, and could not obtain redress from him by sitting in "Dhurna" on him, or practising other expedients in use among Native states for enforcing their demands. In reply to the Resident's report of these circumstances, he was instructed to consult His Highness the Guicowar on the subject. The latter however refused to interfere, on the grounds of the troublesome correspondence he would certainly be involved in; and Government therefore determined to interfere authoritatively in the matter.

With this view they directed the Resident to allow a period of one month, in which all the creditors were to register their claims; to attach the whole of Bulwunt Rao's nemnook, and after setting aside sufficient for his subsistence and the proper maintenance of the paga, to apply the remainder to a ratable liquidation of his debts, first reducing the claims to money actually advanced, and giving the oldest creditors a preference.

Subsequently, on the 12th October of the same year, Government directed that a sum of Rs. 12,000 per

annum should be set apart for Bulwunt Rao's maintenance, and that the balance, after paying the authorized paga expenses, should be set aside for the liquidation of his debts; and in their letter of the 7th May 1849, they directed that a debt of Rs. 51,082-15-3 to Samul Bechur, which had been contracted by Bulwunt Rao in 1845, with the consent of the Durbar, in communication with the Resident, should be paid off before the payment of the claims of other creditors should commence.

On the 7th April 1849, and in subsequent letters, Captain French recommended that the investigation of the claims preferred by upwards of 200 creditors should be submitted to a Court of Moonsiffs, alleging that it was derogatory to the character of the British representative to sit on the bench to investigate such claims, and that neither the Resident nor his Assistant had the requisite knowledge, or could devote sufficient time for the prosecution of such inquiries; but Government would not sanction this suggestion, and directed him to proceed with the inquiry.

In the mean while a negociation was pending with the durbar for the transfer to them of Bulwunt Rao's nemnook villages (which had been under attachment for about a year), on the condition that a yearly payment should be made to the treasury on Bulwunt Rao's account, of the full amount at which these villages had been valued in assigning them in part payment of his nemnook, and this was satisfactorily brought to a conclusion on the terms proposed on the 25th August 1849; the durbar consenting to pay by half-yearly instal-

ments the sum of Rs. 28,707-14-6 in their stead, during Bulwunt Rao's life-time.

In November 1849, the Court of Directors ordered that Bulwunt Rao's personal subsistence, which had been fixed by the Bombay Government at Rs. 12,000 per annum, should be reduced one half, this step had been suggested by Captain French, but had not met with the approval of Government. Bulwunt Rao remonstrated against this arrangement, and forwarded appeals to both the Bombay and Supreme Governments but without avail.

The investigation of the claims of the creditors of Bulwunt Rao was commenced by the Assistant Resident in 1850. Ninety-six claims were registered for a sum aggregating Rs. 1,07,550-1-0; of these, 77 were settled for a sum of Rs. 17,375-7-3. In the following year the claims against his paga for supplies of grain, grass, &c. in the Sadra Bazar, amounting to Rs. 12,493-10-5, were paid in full by the Political Agent in the Mahee Kanta out of the arrears of Rozee in hand.

On the 22nd October 1852, the Resident, Mr. Davies, reported that he had investigated and settled 251 claims in addition to those disposed of by his Assistant. The claims amounted to Rs. 7,34,353-10-0, of which he had admitted an aggregate of Rs. 2,20,555-14-6.

To meet the payment of this large sum, it was ascertained that the available assets at the time of Bulwunt Rao Guicowar's death amounted to Rs. 69,474-14-2; out of this various sums were paid, such as arrears of wages due to servants and sepoys, pen-

sions to his concubines, &c. leaving a dividend of 4 annas and 6 pies in the rupee available for the payment of the creditors, and they were all subsequently paid at this rate, with the exception of two, who claimed to be paid in full and refused to accept of any abatement.

The bhandery to Bulwunt Rao was, as above noticed, granted in 1833, and from a perusal of this memoir, it will be seen that he was a constant source of annoyance to the British Government till the time of his death in 1851, and that even after that date the winding up of his pecuniary affairs entailed the greatest trouble on all concerned. He had justly forfeited his guarantee years ago by his bad behaviour, and if it had lapsed in consequence of his misconduct, the subsequent vexatious inquiries would have been entirely avoided.

Bapoojee Rao Powar and Khooshall Bhowanee, whose nemnooks of Rs. 4,000 and 2,000 respectively were included in this guarantee, have been long dead, and the bhandery has therefore lapsed entirely.

No. 20.
Peelajee Rao Guicowar.

Peelajee Rao was a younger brother of Bulwunt Rao, and consequently a son of Annund Rao Guicowar by Tuktbaee Rajpootnee. On the death of the latter in 1833, an arrangement was come to with the two brothers by Syajee Rao Guicowar through the mediation of the Resident Mr. Williams, as related above in Bulwunt Rao's memoir, and in consequence of the differences between the two brothers,

separate sunnuds were drawn out, assigning them commands of different portions of the Huzoorat paga and nemnooks for their own and the paga's maintenance. The sunnud granted to Bulwunt Rao has been quoted at length; that to Peelajee is almost identical in words, and therefore need not be entered here; by it he was assigned Rs. 58,238-0-62½ for the support of himself and paga, and as in Bulwunt Rao's case, a separate provision of Rs. 6,000 per annum was made for his father-in-law, Nuva Rao Deshmook, and of Rs. 2,000 for his Agent, Pamachund.

At Tukhtbaee's death Peelajee was a minor, and his paga was in consequence managed by his brother Bulwunt Rao. In 1835, he incurred the enmity of Veeneeram, Syajee Rao's irresponsible Minister, by refusing to pay the Vukeel dustooree of 1 per cent. which Syajee had assigned to him upon all nemnooks. Accordingly Veeneeram, with Syajee's concurrence, caused Peelajee to be seized under the pretence of separating him from evil advisers, and handed him over to Oomed Koowurbaee (whose guarantee has been noticed above) who took charge of him under the stipulation that she was to have the entire control of his nemnook. He was forced to sign a mooktearnama in Oomedbaee's favour, and from that period to the day of his death, three years subsequently, he lived in the greatest privation and distress, so much so, that the Resident was obliged to advance him a few hundred rupees from the treasury shortly before his death to keep him from starving. Directly Oomedbaee got the management of his estate, she raised a loan of Rs. 80,000 from the house of Hurree Bhugtee in Pee-

lajee's name, and in liquidation of this sum assigned the revenues of the nemnook villages enjoyed by Peelajee. She also, through Veeneeram's influence, had the half-yearly notes for Peelajee's money nemnook paid to her direct from the Durbar, and this was continued in spite of the remonstrances of the Resident.

Out of the 80,000 Rs. raised on loan from Hurree Bhugtee, the first item of expenditure was a bribe of Rs. 25,000 paid to Veeneeram. Peelajee died in A. 1838, when his estate reverted to the Durbar.

After his death, Syajee Rao at first refused to assign any maintenance to his widow, but ultimately, through the Resident's interference, he granted her a life-pension of Rs. 6,285 per annum, which however did not receive the guarantee of the British government.

During Peelajee Rao's life-time, two of his followers were murdered in cold blood by a Scindee Jemedar named Ummoo Mean, in the service of Veeneeram, and by rather a stretch of the guarantee, interference in the matter was exercised by the Resident, and Syajee Rao was called upon to visit the jemedar and all who were concerned in the murder with "exemplary punishment." The Guicowar however demurred to this: he pleaded that these men had acted under the orders of his since discarded minister Veeneeram, and hoped that Government would be satisfied with his imposing a fine of Rs. 12,000 on the jemedar; this request was ultimately agreed to by Government.

When Bulwunt Rao's affairs were under investigation at the Residency from 1850 to 1852, several of

Peelajee Rao's creditors endeavoured to establish a claim to share in his brother's estate, but their demands were disallowed.

Nuvarao Deshmook and Panachund are both dead, and this guarantee has consequently lapsed in toto.

No. 21.
Gopal Rao Guicowar.

This is the last guarantee granted to any member of the Guicowar family. Gopal Rao, who is still living (in 1861), is the son of Gunput Rao Guicowar of Sunkheira, and brother of Govind Rao, whose unfortunate career has been related above.

When Govind Rao and Gopal Rao returned with their mother from Dhar, after the death of their father, they were assigned a sum of Rs. 600 a month by the durbar for their support. This was continued till Futteh Sing's death; but when his widows adopted Govind Rao (1819), Syajee Rao was so displeased with the family, that he discontinued the payment of Rs. 300 a month heretofore enjoyed by Gopal Rao, then a boy of 8 or 9 years of age.

Gopal Rao consequently fell into a state of extreme indigence and distress; he became heavily involved, and after petitioning Syajee Rao for years in vain, he ultimately in January 1839 visited the Resident and laid his distressed circumstances before him, pleading that he enjoyed the guarantee of the British Government on the nemnook of Rs. 600, assigned to him and his brother in 1810. On examining the sunnud however, Mr. Sutherland discovered that it was not granted through the medium of the Resident, and

that therefore Gopal Rao was in no way entitled to his protection. He was accordingly referred to the Durbar, but without success. In despair he fled from Baroda clandestinely in the month of March following, and took refuge with Dhuma the Naikra Chief of Sewrajpoor, a village at that time under Scindia's jurisdiction, about 40 miles from Baroda. There he was joined by about 200 Naikras and Bheels, and began to threaten disturbances in the neighbouring Baroda districts. The Guicowar called upon the Resident for aid to put down the disturbance, and in reply was urged to come to a compromise with Gopal Rao; it was at the same time intimated that, as he had taken refuge in Scindia's territory, no armed interference could be exercised without previous permission obtained from Gwalior.

Mr. Sutherland at the same time spared no pains in giving Gopal Rao good advice, and sent him letters which were not attended to.

After a month or two had been passed in this way, the Durbar sent for Dhuma Naik to Baroda, and Gopal Rao suspecting treachery (not without justice) fled to Barrea. The Raja of that place, according to instructions previously received from the Political Agent, put him under arrest and forwarded him under escort to Baroda.

As Syajee Rao still declined paying his nemnook to Gopal Rao, the Resident, with the sanction of Government, assigned the latter a residence in the Baroda cantonment, and informed the Durbar that he would be paid his nemnook of Rs. 300 per mensem from the 1st August 1839 from the Residency Treasury, until

Syajee consented to come to an arrangement with him. On the 14th January following, Syajee intimated to the Resident that he was willing to pay the stipulated allowance to Gopal Rao, on his being forwarded to the Durbar, and a few days later he paid up the five months' arrears that had been disbursed from the Residency on his account.

Mr. Sutherland suggested that a formal sunnud should be drawn out in Gopal Rao's favour, but this was never executed, or if executed was not submitted to the Resident's inspection.

No formal guarantee has therefore been granted in Gopal Rao's favour; but owing to the peculiar circumstances of his case, he has been considered to enjoy a constructive guarantee for the due payment of his nemnook. He is a quiet inoffensive man, of about 48 years of age, and has made no complaints of late years. The guarantee will of course cease at his death.

No. 22.
Dhackjee Dadajee.

Dhackjee Dadajee made his first appearance at Baroda in April 1816. Captain (afterwards Sir J.) Carnac was at that time Resident, and in consequence of an intimacy which had existed for many years between Dhackjee and his family (Dhackjee having been broker in the firm of which Mr. Rivett, Sir James' father, was a partner since the year 1784), had invited him to fill the post of Native Agent at the Residency, which had been vacant since the murder of Gungadhur Shastree at Poona in the previous

year. The appointment had been approved by Government in consequence of Captain Carnac's recommendation and assurances of Dhackjee's high respectability.

Futteh Sing was at that time at the head of the Council of Regency, established in consequence of the imbecility of the reigning Guicowar, Annundrao; but the Resident, through his Native Agent, had in reality the supreme control in all state affairs; and the Native Agent was able, if he possessed the confidence of the Resident, to exercise the most unbounded influence over the Durbar.

Gungadhur Shastree had possessed such influence, and his thraldom had been so grievously felt by Futteh Sing and his Court, that the greatest apprehension and dismay were consequently experienced at the approach of a stranger, avowedly the intimate and confidant of the Resident. On his arrival he was presented to the Durbar by the Resident with every circumstance of state and ceremony, and was specially inducted by the latter into the duties of his office. He entered into these with great apparent ardour, and with such success, as far as his interests were concerned, that at the end of the year the Resident reported that he had by his zeal and ability enabled him to effect a remission of the debts of the state to the amount of 40 lacs of Rupees.

About the same time, by the Resident's influence, though much against the wish of Futteh Sing, Dhackjee, while still holding the Native Agency, was appointed potedar or Government banker; that is to say, he was to disburse all the current payments of the

state on the receipt of notes from the Durbar, and was to receive interest at the rate of 9 per cent. for all money so expended; the rate of interest hitherto paid to former potedars had been 12 per cent, but Dhackjee. looked to be able to obtain at least that per-centage by means of his own, while he kept the credit of reducing considerably the burdens of the State. But to commence, the potedaree business required a large command of ready money, and though his peculations and perquisites had already been considerable, they were not sufficient for the purpose. He therefore induced the Resident to believe that at Syajee's earnest desire he had admitted Myral Narayen and Hurree Bhugtee to a share in the concern; the truth being that he was unable to start without their aid, and that Syajee was most reluctant to let him have any share in the transactions at all. He agreed with the bankers that they should put in eight lacs and a half each to commence the business with; but though they complied with this he did not; at the same time he took a share in the Kattiawaree potedaree with Ruttonjee Khandass, and in the following year he obtained from the Durbar a most lucrative contract for supplying the Guicowar Contingent serving under Sir J. Malcolm in Malwa with cash. In all these concerns he enriched himself at the expense of all classes of the community; he compelled the farmers of revenue to pay him a per-centage for guaranteeing their payment of the revenues at a fixed date; he carried instalments of the revenue paid in by them to his own private account; he refused to cash the Durbar notes without receiving a high commission; and he managed by his influence

to keep these matters from coming to the knowledge of the Resident, who laboured under the delusion that he was lightening the burdens of the State by his honesty and application to business.

The Guicowar groaned under the thraldom in which he was held by the Native Agent; and Syajee Rao, who had succeeded his brother Futteh Sing on his death in June 1818, conceived that, perhaps, the best plan to buy him over to his interests would be to make him his Minister.

The Resident requested the sanction of Government to this arrangement, stating that such was Syajee's earnest desire; although the Guicowar subsequently declared that he could not bear the man, and had only appointed him because he thought it would please Captain Carnac. The Supreme Government objected to Dhackjee's holding both appointments, so the latter, after duly weighing all the considerations *pro* and *con*, finally decided the matter by resigning the Native Agency in September 1819.

On the 12th of the following month he was proclaimed Minister, and the following sunnud was granted to him in full Durbar, the Resident and his suite being present:—

"His Highness' Government gives to Dhackjee Dadajee for his expenses a fixed salary this year according to which this is the annual agreement.

"The detailed statement.

"The Enam villages granted in the Baroda pergunna:—

The village of Mohal	Rs.	9,501
Ditto of Bhaj	„	13,000
Ditto of Por	„	7,500
	Rs.	30,001
Ready money to be paid either by an assignment on the revenues of the Mahals or by an order on the potedar	Rs.	70,000
	Total Rs.	1,00,001

The sum of rupees one lac and one is agreed to be paid as a fixed salary annually, commencing from this year. In this amount three villages are in the Perguuna of Baroda, producing thirty thousand and one rupees, and an assignment on the revenues of the Mahals for Rupees seventy thousand, or an order for the same. The Government will, therefore, annually pay Rupees one lac. Do you therefore serve the state with faithfulness, trustworthiness, and sincerity.

In reporting this to Government, Mr. Williams, who was at the time acting for Captain Carnac, requested that the bhandery of the Honorable Company might be affixed to this sunnud; but Government in their reply disapproved of his having been appointed Minister, and in the following January recommended that he should retire. Syajee, Mr. Williams reported, "expressed no regret" at losing him, and no doubt secretly exulted at such an unexpected termination to this difficulty. Mr. Williams and His Highness mutually agreed that as Mr. Elphinstone, the Governor of Bombay, was expected so shortly at Baroda, it

would be better to leave everything relating to Dhackjee's removal until his arrival.

In the following April Mr. Elphinstone settled with the Guicowar that Dhackjee should retire on one-third of his nemnook, or Rs. 30,000 per annum, as the villages had been given to him in enam, and it was not usual to resume such grants except in cases of treason.

After Mr. Elphinstone's departure, Syajee brought charges against Dhackjee—1*st*, that he had embezzled Rs. 2,75,000 under the name of brokerage; 2*nd*, that he had falsely entered a sum of Rs. 1,90,000 in the accounts as paid to the creditors of Futteh Sing, while he had appropriated that sum to his own uses; and 3*rd*, that he had taken a commission from the farmers of revenue for becoming security for the payment of their instalments.

In reply, Dhackjee said that the first item had been given as a reward for his services in decreasing the guaranteed loan. That Futteh Sing had presented him with the second as a premium for his admitting Hurree Bhugtee into a share of the potedaree, and that the third was a usual custom in the Baroda State.

The Government of Bombay decided that he had fraudulently embezzled the first two items, and that Syajee Rao was fairly entitled to recover them. On the third they required fuller information.

When first Dhackjee received his dismissal, Syajee was very anxious for his removal from Baroda. Dhackjee however pleaded that he had to settle accounts with his partners in the potedaree transactions, and was consequently allowed a reasonable time to do so. He then exerted all his ingenuity in evading a settlement.

The Resident in vain tried to help him. He had him and the bankers frequently up at the Residency, and his patience must have been sorely tried by the frivolous excuses put forth. At one time no accounts had been brought; at another the bankers refused extracts to be made; convenient deaths occurred, and during the ensuing time of mourning no business could be transacted. Goomashtas and accounts had to be summoned from Malwa and Kattywar. It is most likely that Dhackjee delayed in this manner in the hopes of being again taken into favour; indeed, at one time Syajee came to some secret understanding with him, and to the Resident's surprise expressed a wish that he should be allowed to remain at Baroda.

But avarice was Syajee's ruling passion; and when the Resident informed him of the determination of Government adverted to above, that he was at liberty to recover the sums it was proved that Dhackjee had embezzled, his whole demeanor changed, and he was again eager in his animosity against the fallen minister.

No settlement of his accounts had been made by Dhackjee up to August 1820. It was then intimated to him that Government had determined to withdraw its protection from him on the 1st September, if he had not by that time settled his accounts. Mr. Williams extended this term till the 24th of the month on his own responsibility, and on the accounts being still unsettled, the constructive bhandery he enjoyed was withdrawn.

Soon after this, a release in full of all claims, as regarded the Baroda potedaree, was passed by Dhackjee

to the firms of Hurree Bhugtee and Myral Narayen, and a similar one was granted to him by Ruttonjee Khandass for his share in the Kattywar potedaree transactions.

Syajee Rao about the same time resumed the enam villages, and made Dhackjee Dadajee disgorge a sum of Rs. 7,75,000 on account of his peculation; and to enable him to do this, he allowed him to squeeze his confidential Agent Gomea Shunkur. Syajee at the same time managed to obtain from Dhackjee the sunnud which he had granted to him, which was duly and formally cancelled.

Dhackjee then retired to Bombay and commenced a series of memorials to the Governments of Bombay and Calcutta, and the Court of Directors, which only terminated with his death in 1846.

His appeals to the Court, backed by home influence, were partially successful. In 1823, the Home Government dissented entirely from the decision passed in Bombay, and considered that Dhackjee was fairly entitled to the enam villages, on the grounds of the decision passed by Mr. Elphinstone.

The Bombay Government rejoined and adduced new matter in support of their view of the case, but the Court were not satisfied. A lengthened correspondence followed, and in their despatch of the 26th August 1835, they expressed themselves in the following terms:—

"It is our wish not to interfere between the Guicowar and Dhackjee Dadajee, on account of the pecuniary affairs of the latter. We think as we have always

thought, that the enam villages ought to be restored to Dhackjee Dadajee.

"We desire therefore that you will inform the Guicowar, that we consider the faith of the British government to have been so pledged to Dhackjee Dadajee in the matter of the enam villages, that we feel it incumbent on us to require that they should be immediately restored to him with the arrears since they were resumed.

"You will represent to the Guicowar that this direction is imperative, and that if it be not immediately complied with on his part, the amount of the arrears, and the annually accruing amount of the rent of the enam villages, are to be deducted by you from the Kattywar and Mahee Kanta tributaries which you collect on account of the Guicowar."

This communication being made to the Guicowar, he naturally objected to admit that Dhackjee Dadajee had any claims whatever on him. He pointed out, that whatever modified bhandery he possessed had been withdrawn by Government in 1821, and that therefore it was most unjust to insist on his giving up these villages to Dhackjee, or on his paying up the arrears from the date of their resumption.

In consequence of his opposition in the matter, and the obvious sympathy in his cause displayed by the Bombay Government, it was not till July 1838 that the Resident, in consequence of renewed peremptory orders received from the Court through the Supreme Government, was directed by the latter authority to carry these orders out immediately.

In his reply, the Resident reported that the arrears of the revenue of the enam villages, up to the 5th June 1838 (calculating it at the full amount stated in the sunnud of 1819), amounted to Rs. 5,10,017, and in acknowledging his report, Government, on the 6th August following, informed him that they had authorised the Sub-Treasurer in Bombay to advance Dhackjee an immediate sum of 5 lacs of rupees on that account.

Syajee Rao protested against these orders. He refused to comply with them; or to give credit in his accounts for any sum disbursed to Dhackjee.

In 1840, however, he ultimately acceded to the demands of Government, and offered either to restore the villages, or to pay their annual value to Dhackjee. This latter course was preferred by Dhackjee, in consequence, he said, of his great age and increasing infirmities, and as an additional favour he was allowed to draw the amount yearly from the General Treasury at Bombay.

He was so far successful; but he had never ceased in his memorials to demand the restoration of the seven lacs and a half of rupees, with accruing interest, that had been extorted from him by Syajee Rao in 1821. This claim had been uniformly negatived, and in the year 1840, though he still memorialized on the subject, he appears to have despaired of recovering the amount through the intervention of the British government. At that time, however, his friend and patron, Sir James Carnac, had returned to India as Governor of Bombay, and it occurred to Dhackjee

that he might turn his intimacy with that gentleman to account in obtaining money from the Guicowar. Syajee Rao was then in the height of his disagreements with the British government. Since Lord Clare's visit to Baroda in 1832, demands of various sorts had been accumulating against him, until in 1838 they numbered 28. They were of various descriptions, and included demands for compensation for injuries inflicted on British subjects, infractions of guarantees, dismissal of his minister Veneram, that the contingent of 3,000 horse should be kept up in an efficient manner, &c. &c.; and on His Highness' repeated refusal to come to a settlement of these demands, Government determined, in 1839, to sequestrate the district of Petlad, and to raise a body of horse at His Highness' expense for service in Guzerat, to be entirely under the control of the Resident, and to be commanded by British officers.

During the year 1840, Syajee, while professing submission, was endeavoring to evade compliance with the demands made against him, and at the same time to effect four objects of his own, which were—the release of Petlad from sequestration; the avoidance of the payment of the charges of the Guzerat Horse; the appointment of his own minister without reference to the Resident, and the attendance of the Resident and suite at the ceremonies of the Dewalee and Dussera.

In the latter part of 1840, Dhackjee Dadajee opened communications with Baroda through Gopal Rao Myral, one of the principal bankers there, who was then high in the confidence of Syajee Rao, and

intimated that he could, by his influence with the Governor, get Sir James to accede to His Highness' wishes, provided a sum of 5 lacs of rupees were placed at his disposal to bribe the Governor.

This being agreed upon at Baroda, Dhackjee proceeded to write confidential letters to Sir James and Lady Carnac, and to have several interviews with both of them. In October he forwarded a letter to Sir James through Lady Carnac, containing translation of letters received from Baroda, and begging him, as he learnt that he was about to proceed to Baroda, not to lose the opportunity of his interviews with the Guicowar to urge his (Dhackjee's) claims upon him *privately!* This letter was returned unread by Sir James Carnac; but Dhackjee adroitly turned this to his advantage, by representing that the amount of the bribe offered for the Governor's acceptance was too small, and that he required ten lacs of rupees, of which 5 were to be advanced immediately. He also represented that Mr. Willoughby, the Political Secretary, would require two lacs and a half for his connivance. Orders for the amount of seven lacs and a half were accordingly, about the time of the Governor's visit to Baroda in January 1841, forwarded to Bombay through a person named Gunputtee. In the meanwhile Sir James had a series of conferences with Syajee Rao, and much to that prince's disappointment, did not concede the points so near to his heart. The pergunna of Petlad was released from attachment, and the ten lacs of rupees which, since Lord Clare's visit in 1832, had been held in deposit in the Bombay Treasury as a guarantee for the punctual payment of the contingent horse, were

ordered to be restored; but His Highness was informed that, in consequence of his recent misconduct, the Guzerat Horse would be permanently maintained at the cost of his State, and that a sum of 3 lacs of rupees would be deducted yearly from the Kattywar tribute on that account; nor was Syajee allowed to appoint Gopal Row Myral as his minister. His request for the attendance of the Resident and British Troops at the *ceremonies* of the Gunputty and Dussera was, moreover, disallowed—the former practice being maintained of meeting and saluting His Highness at a point in the procession, but not of being present at any of the ceremonies.

When Syajee found that Sir James had not acceded to his wishes, orders were issued to stop the payment of the money forwarded to Bombay by Gunputtee Bawa, and two of Gopal Rao's confidential agents, Succaram Bawa and Ballajee Punt, were deputed to Bombay to inquire into matters, and to establish a branch at that place on the ten lacs of rupees which were immediately on Sir James' return to Bombay to be repaid from the Treasury.

Dhackjee soon managed to gain Gopal Rao Myral's agents over to his cause; he introduced them to Sir James Carnac, and either succeeded in imposing on them, or in seducing them, for they soon after their arrival reported that affairs were all right; and on their representation, five lacs of rupees were paid to Dhackjee Dadajee. That individual stated that the Governor was powerless in the matter, as the orders regarding the horse, &c. had come from superior

authority, but that Sir James intended to re-agitate the matter at home.

But suspicions still existed at Baroda that all was not right in Bombay; and, in consequence, the Killadar of the city, who was a brother-in-law of Syajee's, deputed an agent, named Heeralal, to make inquiries at the Presidency. He soon found that none of the money had reached European officials. Directly Dhackjee Dadajee and Gopal Rao Myral's agent discovered his object, they endeavoured first to gain him over to their own purpose, and when this failed, they got over Moteerow to swear a false debt of Rs. 12,000 against him under an assumed name, and on his affidavit Heeralal was arrested and placed in jail: he was soon after released, as no one appeared to prosecute him, and was recommended to leave Bombay directly.

Heeralal however brought an action against the parties concerned for subornation of perjury, and in the course of the inquiry it became evident for what purpose he was sent to Bombay, and by degrees the facts abovementioned were elicited.

Dhackjee Dadajee, when called upon for an explanation, stated (when the fact that the money had been paid him could be no longer concealed) that he had received it in part payment of his claims against the Guicowar; but it was shown that this story was obviously untrue, as he could produce no documents or copies of any acquittance passed by him on the subject.

The matter was referred to Syajee Rao, but he steadily resisted giving any assistance. He first stated that if any money had been given, it had been given

to Gunputtee Bawa to expend in charity; he next said that he had paid it to Dhackjee in full of all demands, and when it was pointed out to him that the British government had steadily resisted those demands, replied, that he feared Dhackjee's influence would be able to reverse the decision; and, finally, he avowed that he had paid the money to Dhackjee "for the purpose of unduly attaining political advantages."

In 1843, Dhackjee's and Ballajee Punt's papers were seized by Government, and from these and other documents which came to hand, there could remain no doubt of their guilt.

On the 24th July of that year, therefore, Government ordered that, in consequence of his gross misconduct in receiving a bribe of five lacs, and his explanation having been proved to be false, his name should be removed from the Commission of the Peace. The arrangement made for his convenience, by which he was permitted to draw the rent of his enam villages from the Bombay Treasury should be discontinued; that he should henceforth be excluded from all durbars in Bombay and Baroda, and that he might make such arrangements as he could for getting the revenues of his enam villages from the Guicowar. They made no objection to his applying to the Durbar, and subsequently, on his reporting that the Guicowar was willing to pay him the amount on the arrangement receiving the sanction of Government, they instructed the Resident to tell Syajee that he was at liberty either to make over his enam villages to Dhackjee, or

to pay him or his agents the actual amount of money realized.

The Guicowar at first refused to consent to either course, but ultimately agreed to pay him the actual revenue of the villages for his life. In reply, Government informed him that he must pay up the full revenue of the villages as stated in the sunnud, deducting only a reasonable amount for the expenses of collection. This His Highness consented to do after considerable discussion; but the Court of Directors decided that Dhackjee was entitled to the full revenues of the villages without any deduction, and Syajee, with great reluctance, paid the sum he had withheld on account of expenses of collection, &c.

Dhackjee died on the 26th January 1846, continuing his mania for memorializing up to the last moment; for he wrote the day before his death to the Bombay Government, hoping that they would excuse all the errors he had committed, and recommended his adopted son to their care. He had already in 1841 begged that Government would use their influence for this adoption to be recognised by the Guicowar, but all interference in the matter was refused.

With his death the guarantee, or rather what was supposed to be his guarantee, lapsed. In spite of the grant made to him in the sunnud being on account of service, and as part of the emoluments of his office; in spite of his enjoying no written guarantee; in spite of his villages having been resumed for 18 years; and in spite of his perfidious behaviour in 1841, his nemnook

was guaranteed to him till the day of his death, and no bad conduct on his part was able to do away with the impression that he was entitled to our protection.

No. 23.
Narayen Rao Mahadeo Muzmoodar.

The family of which Narayen Rao is the present representative, has been connected with the Durbar since the year 1794. On Govind Rao Guicowar's accession in that year, he appointed Mahadeo Rao Gopal Muzmoodar as Record-keeper of the State, and fixed his salary and emoluments at about Rs. 21,000 per annum.

During the reign of Annund Rao Guicowar, son and successor of Govind Rao, Kanojee Rao, his illegitimate brother, usurped the government, as has been related in a former part of these memoirs; he placed the Muzmoodar in confinement, and extorted a large sum of money from him. On Kanojee's downfall, the Muzmoodar was released and obtained the guarantee of some Arab jemedars against further extortion and violence, which, on their expulsion, was exchanged for that of the British government.

He had previous to this, on the accession of Annund Rao, obtained a sunnud, guaranteeing his Muzmoodary rights, and containing a promise to confer on him a village, valued at six or seven hundred rupees per annum, for the maintenance of a palanquin. This was shortly afterwards followed by a formal sunnud, dated 13th November 1801, by Annund Rao Guicowar, countersigned by the Resident, Major Walker, as guarantee on the part of the British government, confirming

Mahadeo Rao in all the rights secured to him by the Arab jemedars, but making no allusion to the village to be granted to him for the maintenance of a palanquin, which, in consequence of this omission, was not included in the original bhandery granted by Major Walker.

On the 7th September following, however, a sunnud was prepared, conferring on the Muzmoodar the village of Kohna, in the Korul pergunna, for the maintenance of a palanquin, to have effect from the preceding year.

In the same year, when Annund Rao concluded his treaty of the 2nd June 1802, the Muzmoodar is especially mentioned in the 10th Article in the following terms:—

"Conformably to Major Walker's suggestions and wishes, the articles contained in this declaration were written, and to which I have given my assent; but in the event of evil-disposed persons attempting anything unfair or unreasonable against my person, my Dewan, Rowjee Appajee, his son, his brother, nephew, or relations, and Mahadeo Rao Tatia Muzmoodar, or even should I myself or my successors commit anything improper or unjust, the English government shall interfere and see in either case that it is settled according to equity and reason."

Mahadeo Rao died in 1808, and was succeeded by his son Succaram Mahadeo, to whom a sunnud was granted in 1809 by Annund Rao Guicowar in consideration of his father's services. This sunnud was guaranteed by the British government. This document

is of exactly the same tenor as the one granted to Mahadeo Rao Gopal, with the exception, that in the former a village for the maintenance of a palanquin is included, without any allusion however being made to the amount assigned on that account.

Succaram died in 1823, and was succeeded by his son Mahadeo Rao, who survived only four years, having himself expired in September 1827.

As there were no direct heirs to succeed, Syajee Rao at first had some idea of conferring the vacant office on some other family; in short, to sell it to the highest bidder, when the mother of the deceased Muzmoodar negociated to be permitted to adopt a son from the relations of the family (on the payment of of a large nuzzerana), in which she was finally successful. The youth selected, by name Narayen Rao, was a nephew of Mahadeo Rao, the first Muzmoodar. The ceremony of adoption was performed on the 8th June 1828, in the presence of Gunput Rao Guicowar, the heir apparent, and was ratified on the 10th by Syajee Rao in the presence of the Resident, Mr. Williams. A sunnud was granted at the same time to Narayen Rao with the following provisions:—

"Whereas the late Mahadeo Succaram, Muzmoodar, died in his infancy, this Government, taking the circumstances of the family into consideration, permits your adoption to supply the place of the deceased as though you were his son; therefore you are to succeed to all the honours and emoluments belonging to the office of Muzmoodar as held hitherto by the family into which you are adopted; that is to say, the

fees from land revenue and other sources, the enam villages, the village for palkee allowance enjoyed by your predecessors, the same without reserve devolve on you, and you are to discharge your duties as honestly and zealously as by them discharged; and we pledge ourselves to maintain in your favour, and in favour of your heirs for ever the whole provisions stipulated in the sunnud granted to your grandfather Succaram Mahadeo, Muzmoodar, under the bhandery of the British government, holding the said bhandery as descending to you and your heirs for ever."

This sunnud received the guarantee of the Resident on the 25th March 1830, in the following terms:—

"In virtue of authority conveyed to me in Mr. Chief Secretary Newnham's despatch of the 27th June 1828, I hereby affix the guarantee of the British government, securing to the adopted son the rights and privileges of the deceased Muzmoodar."

When Colonel Outram wrote his Bhandery Report in 1854, he gave it as his opinion that the grant to the Muzmoodar, as quoted above, was consequently extended to the family as long as any direct heirs should exist, and this view was concurred in by the Government of India in their letter of the 21st January 1856.

In the commencement of 1855, His Highness the Guicowar preferred a complaint against Narayen Rao Muzmoodar, for having failed during the previous twenty-six years to pay Rs. 1,200 per annum to Government on account of receipts from the village of Kohna (which had been granted to his great-grand-

father Mahadeo Rao in 1802, for the maintenance of a palanquin), in excess of the stipulated nemnook of Rs. 1,100 usually granted for that purpose; and His Highness requested to be informed in what manner the Durbar should proceed against the defaulter, who, though one of their own servants, and the head of one of the principal Civil offices of Government, held his appointment under the guarantee of the British government, and in consequence refused to attend to His Highness' injunctions.

Colonel Malcolm, who was then Resident, on proceeding to investigate the case, found that the Durbar had recovered from the Muzmoodar Rs. 14,800 between the years 1819 and 1826, on account of revenue levied in those years from the village of Kohna, in excess of the stipulated nemnook of Rs. 1,100 usually granted for the maintenance of a palanquin; but that subsequent to the latter year, from the influence of the Muzmoodar, who held all the official records in his hands, or from the collusion of the Minister of the day, he had, up to the period of the complaint, appropriated the whole of the revenues, averaging from Rs. 2,300 to Rs. 3,000 per annum to his own purposes.

The Resident also discovered amongst the old records a list of Domalla villages, that is to say, of villages assigned in whole or part payment of a nemnook proposed in 1802, in which the village of Kohna is mentioned as valued at Rs. 1,100 per annum, and held by Mahadeo Rao Gopal as a jagheer for the maintenance of a palanquin; and in another paper, prepared in 1807, shewing the impositions practised on the

Durbar by the holders of Domalla villages, the following entry was found :—

"The village of Kohna, given for the maintenance of a palanquin at Rs. 1,100, yields Rs. 3,000."

The Muzmoodar, when called upon for his reply to this complaint, asserted that the revenues of the whole village were assigned to him by the Guicowar and guaranteed by the British government for the maintenance of a palanquin, and that the sum of Rs. 14,800, recovered by the Durbar between the years 1819 and 1826, had been extorted from him unjustly; but that he had not complained for fear of irritating the Guicowar, and also in the hope that he might be able to negotiate for the restitution of the money at some favourable opportunity.

In submitting the case to Government, the Resident reported that, from inquiries he had instituted, it was certain that Rs. 1,100 per annum was the highest sum ever assigned for the maintenance of a palanquin; that the Muzmoodar had fraudulently appropriated all the revenues of the village in excess of that sum, and that the Durbar was, in his opinion, fully entitled to recover the arrears at the rate of Rs. 1,200 per annum.

His views were approved of by the Government of India in their despatch of the 9th February 1855. The Governor General considered that Narayen Rao had been enjoying revenue to which he had no right, and that the Guicowar should not be prevented by our guarantee from recovering the arrears from him. That the Muzmoodar's conduct was open to much blame and deserved a severe rebuke, and that he was

to be warned that any future misconduct of himself or his family would subject him to the withdrawal of the British guarantee.

This view of the case was upheld by the Court of Directors in their despatch of the 5th March in the following year. The Court, however, requested to know the amount levied by the Durbar from the Muzmoodar. This was reported by the Resident, on the 19th July following, to amount to Rs. 32,400; that the Durbar, with his concurrence, had considered it better to take an uniform sum of Rs. 1,200 per annum, the minimum levied in former years, than to go into accounts extending over many years, the sole records of which were in the Muzmoodar's hands, and that the Muzmoodar had signed a bond agreeing to pay the arrears by instalments of Rs. 4,000 per annum.

In the year 1858, Sir R. Shakespear reported to Government that the Guicowar and ministers complained of the disrespectful and contumacious behaviour of Narayen Rao Muzmoodar; that he set himself up in opposition to the ministers, and did not on occasions of ceremony pay proper respect to his Highness; and the Resident therefore recommended, that as his conduct was likely at that period to embarrass the administration, his bhandery should be declared forfeited in accordance with the warning already conveyed to him.

This view was approved of by the Government of India, and Narayen Rao was declared, by notification published in the *Calcutta Gazette* on the 23rd July 1858, "to have forfeited his bhandery through misconduct."

Narayen Rao affected not to have been made aware of this decision; he refused to accept the Rs. 1,100 per annum offered him by the Durbar in lieu of his palanquin allowance; he sent a Vukeel to Calcutta, and appealed as a guaranteed subject against the decision arrived at regarding his nemnook. At length his Vukeel at Calcutta presented a petition to Sir J. Outram, who declined to have anything to say to him, and forwarded the document to Baroda. Narayen Rao declared that the signature affixed to the petition (which contained a mass of falsehood) was not his, but that he had given his Agent full authority to act as he liked. In consequence of this circumstance, Government ruled, in their letter of the 19th August 1859, that no petitions would be received by the Supreme Government from Baroda subjects except through the medium of the Resident.

The guarantee to the Muzmoodar's family has therefore lapsed.

No. 24.
Bhasker Rao Wittul.

Bhasker Rao Wittul is the present representative of the family of Babbajee Appajee.

Babbajee was the brother of Rowjee Appajee, Annund Rao Guicowar's minister. Incidental mention has already been made of him in the memoir of Rowjee Appajee.

When Kanojee usurped the throne of his brother Annund Rao, he made Babbajee his minister. After his downfall, Babbajee was appointed general of the Guicowar contingent, which co-operated in the opera-

tions against Mulhar Rao in 1802, commonly called the Kurree war, and he commanded the Moolukgeeree army which proceeded into Kattywar in the following year, for the purpose of collecting the tribute and in pursuit of Mulhar Rao. He was successful in both objects, and captured Mulhar Rao and his son, chiefly through the gallantry and address of his young kinsman Withul Rao.

His brother Rowjee died in 1803, and was succeeded by his nephew and adopted son Seetaram Rowjee. In the course of Colonel Walker's inquiries and reforms, Seetaram was found utterly incompetent to perform the responsible office of Minister to his imbecile master Annund Rao. A council of Regency was accordingly appointed in 1806, of which Futteh Sing was nominated President, and Babbajee "Khasgee" or confidential minister, Seetaram still remaining ostensible minister in possession of all the emoluments of the office. Babbajee's name had already been included in the sunnuds granted to his brother Rowjee Appajee, and in the 10th article of the treaty of the 29th July 1802. On the 19th November 1806, however, a separate sunnud was granted to him under the guarantee of the Resident, as follows:—

"Inasmuch as you have hitherto discharged your duties as a servant of the State, and moreover in the settlement of the Kurree Pergunna and in the Kattywar arrangements particularly deserved our approbation, therefore this Government, taking your merits into consideration, has appointed you to the office of confidential minister, relying on your integrity and

zeal for the due performance of all that is expected from you: continue in the same course of fidelity and zeal. Your stipend and emoluments of office are separately registered; these emoluments and the office of confidential minister are granted as hereditary to you and your family for ever, and the Honorable British Government have guaranteed to you and your heirs our faithful accomplishment of this our solemn obligation. * * *

"(Signed and sealed)."

"Agreeably to this sunnud in all just cases the Honorable English Company's bhandery.

"(Signed) A. WALKER, Resident."

On the 17th January following, Babbajee's duties were defined in a memorandum of seven articles, as follows:—

"Whereas the Sirkar is much inconvenienced by the Public Department, you, Babbajee Appajee, our confidential minister, are directed to inquire into the same, and the following instructions are laid down for your guidance:—

"1. The office of confidential minister being one of great trust, you were selected for it; but your appointment is in no respect to interfere with the office of Dewan held by Seetaram Rowjee, who is not to lose anything of what is due thereto. You are to work conjointly for the public advantage. You are to draft and prepare the Sirkar yads, to which our seal and signature are to be attached, without which no paper is to be valid as a public document: all public business in all branches of the service is to be transacted

in the Bhuddah. Let no paper be issued in the name of the Sirkar without our signature.

"2. You are directed to examine into the total receipts of the reveuue in all its branches, and set aside Rs. 17,55,000 for the liquidation of the public debts, and apply the remainder to providing means for the suitable maintenance of our state and family, that our Government may be honorably upheld and the country flourish. The revenues are placed entirely under your supervision, under the immediate superintendence of the Sirkar.

"3. You are directed to make the most minute inquiry into every part of the Army expenditure, whether Silladar, Pagadar, or Sebundies, and their arrears to this date. You are to avail yourself of the means at your disposal for the discharge thereof, and raise a loan for the complete payment from this date. You are ordered to be careful in the selection of servants for Government, entertaining none but respectable and deserving men, that there may be no deficiencies by fraudulent muster, but all be ready for the public service when required.

"4. It is indispensable for the public advantage that you exercise a full and efficient control over all the officers of Government, and that all submit to your authority and guidance; therefore it is hereby ordered that all Sirdars, Durrukdars, Sowkars, and others of every rank, servants of Government, be placed under your command.

"5. In the management of the Mahals, you are expected to devote your whole attention to the improve-

ment of resources, and you are to be cautious whom you employ in the service of Government, and on no account promote the worthless and inactive.

"6. The Government of the Honorable Company has ever been and ever will be the ally and support of our Sirkar. Let your communications with the British government be continued without interruption.

"7. Such are your instructions for the administration of our affairs. In the faithful discharge of these duties you will doubtless create for yourself many enemies and raise envies and jealousies; but to assure you of safety, the guarantee of the Honorable Company's Government is pledged on your behalf, therefore fear nothing. Discharge your duties faithfully for the future, as you have hitherto done since you have been in the employ of Government.

"(Signed and sealed)."

"In the course of your management in all just cases, having for their object the benefit of the Guicowar Sirkar, the Honorable Company is your bhandery.

"(Signed) A. WALKER,
Resident."

Babbajee's nemnook and allowances were fixed by a sunnud granted on the 9th January 1809 at Rs. 70,000 per annum, and an extra sum of Rs. 30,000 was granted for the maintenance of a paga of 100 horse, Rs. 22,900 were also granted for his karkoon establishment, and sums were assigned in the sunnud to four individuals by names as follows:—

1. Krishna Rao Bhugwunt.....	Rs.	6,000
2. Withul Rao Dewajee	„	9,900
3. Bapshajee Damodur	„	3,000
4. Ramchunder Myral	„	4,000
	Rs.	22,900

Babbajee Appajee died on the 10th November 1810. He was a faithful servant of the State, and during his tenure of the office recovered for it several sums that had been fraudulently withheld. His rank and emoluments were confirmed to his son Withul Rao Babbajee by sunnud of the 10th December 1810, and the paper received the bhandery of the British government to be enjoyed during "*good behaviour.*"

Withul Rao passed an uneventful life. In 1820, when Dhackjee Dadajee was dismissed, Syajee, after having in vain requested Mr. Elphinstone to let him nominate Seetaram Rowjee as minister, took Withul Rao Bhow, as he was called, on trial; but he was before long ousted by the superior influence of his kinsman and namesake Withul Rao Dewajee, who had been his colleague in the Government.

Withul Rao Bhow died on the 6th August 1828; he had no children, and expressed a wish before his death to adopt a relative named Bhasker Rao, a boy of 11 years of age at the time of his decease. His widow, Suckoobaee, was accordingly allowed to adopt, on payment of a nuzzerana of 2 lacs of rupees, and a sunnud, dated 18th August 1828, was granted to Bhasker Rao, confirming him in the enjoyment of the income

and emoluments held by his adoptive father, with the exception of Rs. 8,070 per annum deducted from the gross total. The sunnud was granted in the following terms:—

"Whereas the late Withul Rao Babbajee Khasgeewala, when suffering under severe illness and at the point of death adopted you by the permission and approbation of the Sirkar as his son, therefore he being now dead, this sunnud is executed in your favour, and you are hereby placed in possession of the honour and emoluments of the office of Khasgeewala, in like manner and in full enjoyment thereof as first granted to your grandfather Babbajee Appajee in a memorandum of 7 articles, under date 17th January 1807, and as confirmed to your late father by sunnud and agreement under the guarantee of the British government in 1810; therefore, you being thus placed in this office of inheritance, see that you discharge the same honorably and faithfully, and all the emoluments and advantages of office, as already enumerated in former sunnuds, are hereby confirmed to you as descending to you by right of inheritance, and to descend to your heirs after you for ever. Such being the case, fail in nothing of the important duties devolving on you, and rely on the assurance of the Durbar that you and your family shall suffer no injustice from us, and the bhandery of the Honorable Company is pledged to you as security for the faithful discharge of these our engagements.

"In virtue of authority conveyed in Mr. Chief Secretary Newnham's despatch, dated 21st August

1828, I hereby affix the guarantee of the British government to the sunnud granting the same privileges to the adopted son as were enjoyed by the deceased Withoba Bhow.

"(Signed) J. WILLIAMS,
Resident."

Young Bhasker Rao Withul soon fell into the hands of bad advisers, and under their auspices commenced a career of extravagance and dissipation. His father had died a good deal involved, and he had so increased the liabilities of the family, that in 1839 the Resident reported that they could not be less than 7 lacs of Rupees.

As a guaranteed subject, he had before this period incurred the odium of Syajee Rao and his infamous minister Veeneeram. In 1836, the latter commenced a series of prosecutions against Bhasker Rao: he stopped his nemnook and imposed a mohsul on him, under the pretence of compelling his cousin and karbharee Anajee Damodhur to pay a debt, but in reality because Bhasker Rao had refused to pay a fee of one per cent. on the nemnook he enjoyed under the guarantee of the British government to the minister. On an application being made to the Resident, he caused the mohsul to be removed, and requested Syajee Rao to pay up all arrears of the nemnook then due.

In March 1837, Ruggonath Mhyput, Bhasker Rao's real father, invaded the house of the latter with a band of 40 or 50 Arabs, and placed Bhasker Rao and his adoptive mother in custody. His pretext for this act of violence was that Bhasker Rao was suffering insult and

deprivation of his just rights from Sukoobaee, who kept the management of affairs in her own hands, and refused to allow him the enjoyment of his nemnook, and that he had consequently invited Ruggonath Rao's assistance to obtain his own. Although there may have been some little truth in this, as Bhasker Rao had an open rupture with his mother, a short time afterwards it transpired in the course of the inquiry that Ruggonath Rao had been incited to commit the act by the minister Veeneeram, in revenge for Bhasker Rao's continued refusal to pay the former a per-centage on his nemnook, and that the Arabs who were participators in the outrage were at the time, or had been a few days before, in the service of the minister.

Ruggonath Rao first surrounded the house with Arabs, so as to prevent all communication from without, and then proceeded to confine Bhasker Rao and his mother in separate apartments. One of their dependants, however, managed to elude his vigilance, and escaping to the Residency made the tale known there. The Resident immediately deputed a Karkoon and Peons to inquire into the matter; on their arrival Ruggonath Rao withdrew with his mercenaries, and Bhasker Rao and his mother were released.

On these proceedings being reported to the Bombay Government, that authority expressed its indignation at the infraction of the guarantee, and considered that the act had taken place with the cognizance of Syajee Rao. The Resident was directed to make this known to His Highness, and to extend his protection to Bhasker Rao, by furnishing him with Residency peons if he required them. At the same time the Governor

of Bombay wrote a khureeta to Bhasker Rao, assuring him of the protection of the British government as long *as he conducted himself with propriety.*

On the strict letter of this announcement, his guarantee might have been justly forfeited in the following year (1838), when he committed a diabolical piece of cruelty on an unfortunate Wagree. This man, by name Bhaeela Poonja, was engaged as a labourer in Bhasker Rao's garden; he was suspected of having been engaged in some robbery, and was accordingly placed in confinement in Bhasker Rao's house: refusing to confess his guilt, it was resolved to extort a confession, and with this view the unfortunate man was tied to a tree, and in Bhasker Rao's presence was beaten most cruèlly and severely with the standing martingale (made of leather, with iron rings) commonly used by Maratha horsemen. Still persisting in a denial of the charges brought against him, he was suspended some feet from the ground by a cord passing under his belly, and being even then contumacious, his lacerated back was sprinkled with brine. He was then cut down and removed in a state of insensibility to his cell; no one was allowed to approach him to bind up his wounds or supply him with a drop of water. In the morning he was found with his throat cut and a blunt knife lying near him, with the intention of making it appear that he had committed suicide. This, however, there was every reason to believe, he was quite unable to effect; and that finding he was either dead or at the point of death, Bhasker Rao had caused this additional atrocity to be committed to conceal as far as possible his original guilt.

In the morning he reported to the Resident that a Wagree had committed suicide while in confinement in his house on suspicion of having committed a robbery; but on an inquiry being instituted, the above horrid facts were brought to light.

Had this atrocity been perpetrated by a Sirdar of equal rank to Bhasker Rao, who at the time enjoyed the confidence of his sovereign, Syajee Rao would probably have taken no notice of it, or would have inflicted a nominal fine if the relations of the murdered man pestered him with their complaints. But Bhasker Rao was then suffering under his displeasure and the enmity of Veeneeram; and in consequence, when the Resident applied to the Guicowar to know what course he intended to adopt in the case, Syajee returned evasive answers, until he had had time to consult Veeneeram (then in Calcutta), and then apprized the Resident that he had dismissed Bhasker Rao from his service.

The Resident, in reply, pointed out that as Bhasker Rao's nemnook was guaranteed by the British government, His Highness was unable to discontinue it till the sanction of that authority was obtained. On the matter being referred to Bombay, and thence to Calcutta, the Supreme Government directed in the first instance that the case should be judicially inquired into by a Commission, consisting of the Resident and two members, Sirdars of His Highness' Court, of equal rank with Bhasker Rao, to be nominated by Syajee Rao.

The Guicowar having refused to co-operate in constituting a tribunal for the trial of the offence with

which Bhasker Rao was charged, and the Government of India having rejected a proposition which was submitted to it to form a Court for his trial on its own exclusive authority, it was determined to levy such a fine as would adequately mark our sense of the enormity of the offence which he had committed. Subsequently, after some discussion as to the amount, it was determined that a fine of Rs. 70,000, or one year's income, should be levied from Bhasker Rao, of which Rs. 5,000 were made over for the use of the murdered man's family, and the balance to His Highness the Guicowar.

The Rs. 5,000 were invested in Government paper, and the interest is paid to the family half-yearly from the treasury.

In 1839, Bhasker Rao and his adoptive mother finally separated, and a nemnook of Rs. 5,000 was assigned to the latter out of the estate of His Highness the Guicowar. Mr. Boyd, however, who was Resident at the time, considered that a sum of Rs. 9,000 per annum would not be more than sufficient for her. From the time of her separate maintenance being appointed, she pestered Government and the Resident continually with detailed statements of her wrongs. It was finally settled in 1847, that she was not entitled to more than Rs. 500 per annum. She, however, persisted in her appeals; she declared that Mr. Boyd had promised her that the allowance of Rs. 5,000 was only temporary, and that when Bhasker Rao had been relieved from debt, it should be raised to Rs. 9,000 a year: failing, however, to produce any evidence in

support of her assertion, her claim was finally negatived by the Court of Directors in 1852.

Allusion has been made above to the accumulation of debt under which Bhasker Rao was labouring. In 1841, he laid a statement of his liabilities before Mr. Boyd; they then, according to his showing, amounted to Rs. 5,51,857-15-6.

His income was assumed to be Rs. 90,627-8-0, and it was arranged by the Resident, in communication with the Guicowar, that Rs. 45,627-8-0 should be set apart for the liquidation of his debts, and Rs. 45,000 be assigned for his expenses, and the maintenance of his mother.

Subsequently, it was discovered that his nemnook being partly derived from enam villages, was less by several thousand Rupees than Mr. Boyd's estimate. Bhasker Rao, moreover, made frequent demands for money in excess of his stipulated allowances, on account of ceremonial observances on domestic events in his family. Payments to individuals, moreover, were made by His Highness the Guicowar, although unauthorised by the Resident; from these causes, money for the payment of his debts accumulated but slowly, and the body of creditors were averse to make any abatement of their claims, so that although Bhasker Rao's affairs claimed the best attention of the various Residents from 1840 to 1852, it was not till the last named year that a final adjustment was made.

In June of that year, Mr. Davies, who was then Resident, reported that he had disposed of 66 claims against Bhasker Rao, aggregating with principal and

interest Rs. 5,54,603-3-0, and that the creditors had all been paid off out of the money in deposit, at the rate of about 13 annas in the Rupee. His recommendation that the attachment should be removed from his estate was approved of by Government, who thenceforth washed their hands of Bhasker Rao's pecuniary affairs, having already given warning that they would exercise no further interference in favour of individuals who could be so weak as to advance him money on the strength of his enjoying the protection of the British government. This precaution was absolutely necessary, as Mr. Davies in his report on the winding up of his affairs mentioned that this incorrigible spendthrift had contracted fresh debts very little short of those which it had cost the officers of Government so much trouble in compounding and paying off during the past twelve years.

At the time Mr. Davies was taking so much trouble about this worthless individual, he was little aware that Bhasker Rao was attempting to tamper with his honour, and that he was actually under the impression that he had, through the medium of one of the Residency peons, conveyed a considerable bribe to that gentleman, his object being to procure a favourable decision in the cases pending against him, and on some other points about which he was very anxious. These points were, the release of his nemnook from attachment; his family jewels which were in deposit to be restored to him; to be received by the Residency Guard with a ruffle of drums (an honour which had been conferred on his grandfather, but had been discontinued to him on account of his bad conduct, though the guard

still turned out and presented arms to him on occasions of his visiting the Residency); and lastly, to be restored to the office of Confidential Minister held by his father and grandfather. For the fulfilment of all these objects of his ambition, he signed a paper, agreeing to give Mr. Davies Rs. 50,000. But as the Resident had only the settlement of his pecuniary affairs, and on their being wound up, the estate and jewels were merely released from attachment, Bhasker Rao would only give Rs. 15,000, which amount he believed was conveyed secretly to the Resident.

The Peon, who was believed to be the go-between, was soon after convicted of sundry misdemeanors and was removed by Mr. Davies from the country. That gentleman soon after died, and some three years afterwards, Dhonday the Peon re-appeared in Baroda.

Soon after his arrival he presented a petition to the Resident, Colonel Malcolm, complaining of the conduct of one of Bhasker Rao's clerks, by name Bulwunt Rao, who had conspired with him to defraud Bhasker Rao of a sum of Rs. 15,000, under the pretext that it was to be given as a bribe to the Resident for settling the Rao's affairs; he and the Carkoon having agreed to share the money between them, and the Carkoon having subsequently appropriated the money to his own purposes and refused to give him (the petitioner) any portion of it.

Colonel Malcolm, with the assistance of the Durbar, made a full investigation of this transaction. It was conclusively proved that Bhasker Rao had authorised this sum to be paid away, under the idea that it was

to be given as a bribe to Mr. Davies; that he had affixed his signature to the agreement which he believed was shown to Mr. Davies, and that he had written the order to the banker. It was further proved that the Carkoon had appropriated the 15,000 Rs. to himself, with the exception of a sum of Rs. 3,050, which he had given to Dhonday for his share in the transaction. On this matter being reported to the Supreme Government, the Governor General decided, in his despatch of the 19th September 1855, that the charge of bribery and khutput had been fully substantiated against Bhasker Rao, and that the bhandery of the British government should be at once and permanently withdrawn from him *and his family*. The Resident was desired to make as public as possible this mark of the displeasure of the British government, and a public notification of the event was accordingly issued in Baroda on the 6th October 1855.

It will be remembered, that in the memorandum of the nemnook assigned to Babbajee Appajee in 1809, allowances were granted to four of his followers by name, and a sum aggregating Rs. 22,900 was set aside for their maintenance. These four persons were—1, Krishna Rao Bhugwunt; 2, Wittul Rao Dewajee; 3, Babshajee Damodhur; and 4, Ramchunder Myral; and being included in the guaranteed sunnud, were also supposed to enjoy the protection of the British government. At the time of the withdrawal of the guarantee from Bhasker Rao, Ramchunder Myral was deceased without heirs, and his allowances had therefore lapsed. Wittul Rao had subsequently to 1809 received a separate sunnud, but the representa-

tives of Krishna Rao Bhugwunt and Babshajee Damodhur were still in the enjoyment of their pensions.

Syajee Rao had in 1839 attempted to resume the allowance drawn by Laroo Crishna, the son of Crishna Rao Bhugwunt, on the plea that the grant was not hereditary. Subsequently, however, he agreed on the remonstrance of Mr. Boyd, to continue it as long as the office of Khasgeewala should be held by Babbajee Appajee.

Bapshajee Damodhur, at the time the allowance of Rs 3,000 was granted to him, was living in a state of coparcenary with his younger brother Annajee, and according to Hindoo usage shared this allowance between them in common with all their property. They separated in 1826, and the younger brother, Annajee, sued in vain during the life-time of Syajee Rao for a share in the allowance.

Gunput Rao Guicowar, however, on his accession in 1847, took the matter up and submitted the case to a bench of shastrees, who in 1850 drew out a formal decree, to the effect that the younger brother of the family was entitled to a share in the hereditary pension, with the proviso that the pension be divided into as many shares as there were brothers when the pension was acquired, and an extra share given to the original acquirer beyond his equal share. In other words, that Babshajee, the acquirer, was to enjoy two-thirds, and Annajee, the younger brother, one-third of the 3,000 rupees, their descendants sharing as usual from these two sources; and this award was approved of by the Bombay and Home Governments.

The two brothers had by this time died, the elder, leaving two, and the younger one son. The sons of Babshajee disputed the justice of the award, and after remonstrating without effect at the Residency, wrote a long appeal containing a series of mis-statements to the Supreme Government a month or two before the withdrawal of the guarantee from Bhasker Rao. It was decided by the Supreme Government that the bhandery enjoyed by the dependant lapsed at the same time as that of Bhasker Rao, and the Court of Directors, though approving of this decision, suggested that the Guicowar should be advised to continue the allowance to Laroo Crishna, an old man who had served the British government for many years, and was in the receipt of a pension of Rs. 29 a month as a reward.

His Highness the Guicowar offered Laroo Crishna and his two brothers Rs. 1,000 each per annum for life; but this offer was refused, and the question has not been mooted since 1857.

This bhandery has therefore completely lapsed.

No. 25.
Bheema Shunker, Mootaliq.

Bheema Shunker was the son of Gungadhur Shastree, whose murder in the Deccan in 1815, while on a mission from the Guicowar to the Peshwa's Court under British protection, eventually led to the downfall of the latter.

Gungadhur Shastree was originally in the service of the Phurkay family in the Deccan, and was engaged in the intrigues of the Peshwa's court in the early

part of the reign of Bajee Rao, sometimes basking in the favour and at others languishing under the frowns of that fickle prince.

He accompanied Rowjee Appajee to Baroda in Govind Rao Guicowar's reign, and when Futteh Sing was appointed regent in 1803, on account of Annund Rao's imbecility, Gungadhur was attached to him as Secretary.

When Colonel Walker commenced in 1803 his administrative reforms in the Guicowar State, Gungadhur Shastree displayed such zeal and ability, that he was appointed Native Agent at the Residency: he was considered a most able and upright servant of Government by Colonel Walker, who frequently brought his valuable services to the notice of the Bombay Government.

One letter of his, of the 28th August 1807, to the Government of Bombay, displays so fully his estimation of what Gungadhur Shastree effected, that it deserves to be quoted in *extenso*.

"To the Honorable Jonathan Duncan, Governor in Council, Bombay.

"Honorable Sir,—It is with a considerable degree of reluctance that I feel myself under the necessity of submitting to your consideration some circumstances connected with the situation of a zealous and valuable servant of the Honorable Company.

"2. The person to whom I allude is Gungadhur Shastree, whose merits it is unnecessary in this place to recapitulate. From the personal knowledge which you, Honorable Sir, possess of the Native Agent,

you would have discovered him to be a man of superior education and abilities, and who possesses enlarged sentiments of liberality and intelligence, which would do honour to any nation.

"3. The Shastree is, moreover, a Brahmin of respectable birth and family, and accustomed from his infancy to the society of the first company in the Mahratta empire.

"4. It was a man of this description which the course of our policy in Guzerat required, and the Honorable Company were fortunate in obtaining the services of an agent who, to a zeal for their interest united talents that have been faithfully exerted.

"5. The continuation of an extensive and useful intercourse for a series of years with the chief officers and members of the Guicowar government and family was not to be effected by the Shastree, considering the rank of the parties with whom his duties obliged him to associate, without incurring an expense beyond his means.

"6. The consequence of which has been a proportionate accumulation of debt, a circumstance which I can assure you, Honorable Sir, has afforded me much uneasiness and anxiety.

"7. I should not, however, have presumed to have brought this subject under the notice of your Honorable Board had these debts been the consequence of imprudence and extravagance; but they have actually arisen out of the circumstances of his situation, and been the result of that zeal which has induced him to forego all private considerations in pursuit

of those objects which have been entrusted to his Agency to effect in the Native Durbar.

"8. Although these objects have ever had in view the immediate interests of the Honorable Company, yet the benefit of the Guicowar Government has also been a primary consideration.

"9. Since the current reforms in the Guicowar State have commenced in particular, the share and interest which the Honorable Company have taken therein, and the intimate knowledge which the Shastree possesses of the interior details of this Government, have caused his assistance to be at all times required by the administration as necessary in the transaction of public business.

"10. Ever since, however, the Shastree entered into the Company's service, he has been under the necessity of maintaining an intercourse with the members of the Raja's family and the officers of his Government.

"11. His former habits of intimacy also, combined with his official intercourse, involved him in expense much beyond the means he possesses to defray.

"12. A similar remark is equally, if not more applicable to his family. It could not be expected that the Shastree or his family should have relinquished his former society; nor could he have performed this sacrifice without losing the ability to render his services as useful as they have been.

"13. While however I reveal the necessities which have been incurred by this faithful Agent in consequence of his situation in the service of the Company,

it is not done with a view to solicit their liberality to be exerted for his relief, although he gratefully acknowledges the generosity he has already experienced.

"14. Considering, however, that the exertions of the Shastree in the service of the Company's Government have ever been subservient to the chief objects of our policy, the re-establishment of the efficiency of the Guicowar State, and that during the course of the current reforms, he has produced in many instances a direct and positive saving to the Native Government of very considerable sums, I am induced to express a respectful hope that the Government of the Honorable Company will not be disinclined to allow him to receive the just remuneration for services actually performed.

"15. During every period of the Guicowar administration, I have received pressing solicitations for the Shastree to be permitted to receive from that Government a testimony of their sense of the assistance which he has afforded them on many occasions.

"16. These offers have often been repeated and as often rejected, nor could any motives have ever induced the Shastree to receive this consideration, unless with the concurrence of the Company's Government. The period, however, has now arrived when these offers need no longer be declined, and the concurrence of the Honorable Company's Government will remove the only objection that the measure appears liable to.

"17. The Guicowar administration have proposed various ways however to discharge their sense of obligation, and these propositions were received with so

of those objects which have been entrusted to his Agency to effect in the Native Durbar.

"8. Although these objects have ever had in view the immediate interests of the Honorable Company, yet the benefit of the Guicowar Government has also been a primary consideration.

"9. Since the current reforms in the Guicowar State have commenced in particular, the share and interest which the Honorable Company have taken therein, and the intimate knowledge which the Shastree possesses of the interior details of this Government, have caused his assistance to be at all times required by the administration as necessary in the transaction of public business.

"10. Ever since, however, the Shastree entered into the Company's service, he has been under the necessity of maintaining an intercourse with the members of the Raja's family and the officers of his Government.

"11. His former habits of intimacy also, combined with his official intercourse, involved him in expense much beyond the means he possesses to defray.

"12. A similar remark is equally, if not more applicable to his family. It could not be expected that the Shastree or his family should have relinquished his former society; nor could he have performed this sacrifice without losing the ability to render his services as useful as they have been.

"13. While however I reveal the necessities which have been incurred by this faithful Agent in consequence of his situation in the service of the Company,

it is not done with a view to solicit their liberality to be exerted for his relief, although he gratefully acknowledges the generosity he has already experienced.

"14. Considering, however, that the exertions of the Shastree in the service of the Company's Government have ever been subservient to the chief objects of our policy, the re-establishment of the efficiency of the Guicowar State, and that during the course of the current reforms, he has produced in many instances a direct and positive saving to the Native Government of very considerable sums, I am induced to express a respectful hope that the Government of the Honorable Company will not be disinclined to allow him to receive the just remuneration for services actually performed.

"15. During every period of the Guicowar administration, I have received pressing solicitations for the Shastree to be permitted to receive from that Government a testimony of their sense of the assistance which he has afforded them on many occasions.

"16. These offers have often been repeated and as often rejected, nor could any motives have ever induced the Shastree to receive this consideration, unless with the concurrence of the Company's Government. The period, however, has now arrived when these offers need no longer be declined, and the concurrence of the Honorable Company's Government will remove the only objection that the measure appears liable to.

"17. The Guicowar administration have proposed various ways however to discharge their sense of obligation, and these propositions were received with so

much earnestness when I left Baroda, that I have been at length induced to trouble you, Honorable Sir, with this address.

"18. Sometimes they have wished to give him an enam village, at others to offer a sum of money; but a mode has occurred in the course of the current reforms to which a preference may justly be given, as it deprives the State of nothing and only transfers to the disposal of the Shastree an emolument which would otherwise be derived by persons less entitled to this advantage.

"19. The customs of Native Governments allow a certain per-centage or brokerage to persons who transact any pecuniary business, or who produce to the State any benefit or advantage.

"20. By the result of the late scrutinies into the accounts of the Military expenditure, a considerable saving has been effected by his vigilance and inquiry, and the State has derived credit in the Military department for sums discharged and abatements which, but for his assistance, would most probably have been lost.

"21. The administration are justly desirous that the brokerage of this saving should be received by the person through whose medium it was effected, and that the Durbar perquisites on this occasion should be relinquished in his favour.

"22. To this proceeding I see no further objection than arises from the unwillingness of the Shastree to receive this mark of the Guicowar's consideration of his labours in its behalf, without its receiving the

previous concurrence of the Honorable Company's Government.

"23. It is with a view to obtain this concurrence that the preceding observations are submitted to the consideration of the Honorable the Governor in Council, respectfully observing that, could any expression of my interest in the welfare of this valuable agent add any weight to the object of this letter, it should not be withheld; but I cannot refrain from observing, that the Shastree has a large family to maintain and provide for, and unless under the liberal interposition of the Honorable the Governor in Council in his favour, I see no mode of removing the serious difficulties under which he labours, and which must continue to press for ever on the small resources he possesses."

Colonel Walker's suggestion was favourably received by the Bombay Government and forwarded by them to the Governor General with a warm recommendation that it should be adopted, mentioning at the same time, that a village of the annual value of Rs. 5,000 had already been granted to the Shastree in enam from the Chowrassy pergunna.

The Supreme Government sanctioned the proceeding; but it does not appear to have been acted on immediately. In November 1808, however, the Guicowar wrote to Colonel Walker that, in consideration of the Shastree's valuable services, by which he had effected a saving of 40 lacs of rupees in one year, and a reduction of expenses to the amount of 19 lacs annually, he wished to reward him by a per-centage

on the savings effected, and by giving him enam villages of the annual value of Rs. 5,000 from the Surat Attaveesee. Colonel Walker approved of this, and two villages were consequently assigned to the Shastree.

Colonel Walker was not however aware, that while he was writing Gungadhur Shastree's praises and detailing his embarrassments, that individual had entered into a secret agreement with Samul Bhugtee and Myral Narayen, who had been appointed potedars of the State under British guarantee, whereby, on consideration of his contributing a lac of rupees of capital, he was to receive a quarter of the profits of the firm.

In 1813, Gungadhur Shastree was received into the service of the Baroda Durbar while still retaining his appointment of Native Agent at the Residency. The principal object of his employment was to depute him to the Peshwa's court at Poona for the settlement of the claims of that State against the Guicowar. There had been no pecuniary settlement between the two States since the accession of Govind Rao Guicowar in 1792, and the Poona Government had been urging their claims against the Guicowar from the time of Govind Rao's death. These consisted of arrears on account of the farm of the Peshwa's share of Guzerat, of nuzzerana on the accession of Annund Rao, and on account of drafts sent to balance the account at the last general settlement which had been dishonored.

At an early stage of the proceedings, Bapoo Myral, an intelligent upright servant of the State, had been deputed to Poona to represent the Guicowar interests;

but no progress having been made towards effecting a settlement up to the year 1813, it was arranged by Futteh Sing, in concert with the Resident, Captain Carnac, to give Gungadhur Shastree full powers, and to send him to Poona to act conjointly with Bapoo Myral.

A sunnud was accordingly granted to the Shastree on the 11th May 1813, appointing him Mootaliq or Deputy at Poona, and he received instructions to urge in the strongest manner the counter claims that the Guicowar considered he possessed against the Peshwa.

These were for the expenses incurred in reducing the rebellion of Aba Shelooken the Peshwa's Sirsooba at Ahmedabad, and in maintaining an extraordinary number of troops for the defence of the Peshwa's as well as the Guicowar's possessions in Guzerat. The Guicowar also claimed the arrears of the revenues of Broach from the year A.D. 1775, which had come to him by treaty with the Peshwa in 1757, and had been presented by the Peshwa to the Company in the first-mentioned year without the sanction of the Guicowar.

Another principal object of his mission was to obtain a renewal of the lease of the Peshwa's Guzerat possessions. The Guicowar had taken a farm of these districts for 5 years in 1800, but a portion of them having been intermediately ceded to the British Government, a fresh agreement was drawn up in 1804, by which a ten years' lease was granted to the Guicowar for five lacs and a half per annum.

It was an object of anxiety to both the British and Guicowar governments to obtain for the latter a per-

petual lease of these districts, in order to avoid the evils arising from a double government in Guzerat, and at one time the Peshwa seemed inclined to accede to this arrangement, but at the period of which we write, he was entirely under the influence of his infamous minister Trimbuckjee Danglia. This man hated the English and dreaded their ascendency, and to counteract this, he conceived the plan of opening a direct communication with the Guicowar, and of extricating him from the intimate connection he had established with the British government, whereby he might obtain increased political influence in Guzerat. With this view the Peshwa had expressed a desire of coming to a settlement with the Guicowar, though nothing was further from his wishes. Finding that he could not tamper with Bapoo Myral, he expressed a desire for the presence of another agent, and Gungadhur Shastree was accordingly sent.

Such, however, was his fear of Trimbuckjee Danglia, that the Shastree obtained the formal guarantee of the British government before he set out for Poona.

On his arrival there the Peshwa refused to see him, on the plea of his having been insolent to him on a former occasion when in the employ of the Phurkey family; but as he had in 1811 requested that the Shastree might be deputed to Poona for the settlement of these very matters, his objections were overruled by Mr. Elphinstone the Resident.

Bajee Rao, on opening the negociations, positively refused to renew the Ahmedabad lease, and in order

to evince his determination, appointed Trimbuckjee Danglia to the Sirsoobadaree of his Guzerat possessions. The Shastree also vainly endeavoured to effect a settlement of the subjects in dispute, and therefore in 1815 determined, with Mr. Elphinstone's concurrence, to return to Baroda and leave them to the arbitration of the British government.

This by no means suited the Peshwa's views, as he would thereby be completely shut out from communication with Baroda; he accordingly changed his tactics, assailed the Shastree in his weak point—vanity, expressed through Trimbuckjee his admiration of his talents and his wish to make him his minister, offered him his sister-in-law in marriage, and consented to a fresh territorial arrangement in Guzerat on a plan suggested by the Shastree.

The unfortunate Shastree was deceived by these advances; he submitted the territorial partition for the approbation of his Durbar, and in the meantime, in anticipation of a favourable answer, commenced the preparations for his wedding. But no answer arrived, and then he began to fear that he had gone too far, and that his marriage with so near a relation of the Peshwa's, would make it appear that he had sold his master's interests to that prince, so he procrastinated and gave the Peshwa deep offence by postponing the nuptials, and added a further affront by refusing to allow his wife to visit at the palace, knowing full well the scenes of profligacy and debauchery she would have to witness there.

This was an offence the Peshwa would never forgive, and in revenge he determined that the Shastree's

life should pay for it. With his usual crafty duplicity, however, he pretended the greatest friendship for his victim, and invited him in the month of July 1815 to attend him on a pilgrimage to the shrine of Punderpoor.

It was in vain that Bapoo Myral, the Shastree's colleague, warned him of the danger he incurred in accompanying the Peshwa. His vanity was tickled, and he conceived himself in high favour with the Prince. On the 14th July he dined with the Peshwa, and at night-fall proceeded to the temple at Trimbuckjee's suggestion to perform some ceremonies there. The Peshwa was in an upper verandah, and treated him with peculiar condescension, so much so that the Shastree proceeded towards his home in the highest spirits, accompanied by only a few unarmed attendants; he had only proceeded a few hundred yards, when he was attacked by a band of ruffians in the pay of Trimbuckjee, who immediately cut him almost in pieces.

He was pointed out to the assassins by two agents of Seetaram Raojee, the titular minister at Baroda, who had been deprived of power in consequence of his incompetence, and who hated the Shastree on account of the influence he possessed.

The British Government called on the Peshwa to surrender Trimbuckjee for the share he had taken in the murder of an officer of such high rank who was under their protection. This demand was evaded for some time, until an attack was threatened on the capital, when Bajee Rao reluctantly gave up his favourite.

The escape of Trimbuckjee from the Tanna Jail; the demands of the British government on the Peshwa for fresh concessions to the Guicowar in Guzerat consequent on the murder of the Shastree; and the intrigues and operations of that ill-fated prince, which led to the loss of his kingdom and his surrender to Sir J. Malcolm in June 1818, are too well known matters of history to need recapitulation in this memoir.

The intelligence of the murder of the Shastree reached Baroda on the 8th August 1815, and caused the greatest excitement amongst all classes, requiring the utmost attention of the Resident to prevent Futteh Sing from making immediate reprisals. The Shastree's family, including his three sons, Bheemashunker, Balcrustna, and Venayek, were at Poona at his death. On their return to Baroda on the 5th December 1815, they were received with every possible demonstration of respect and sympathy. The Civil and Military authorities and troops met them about a mile from Baroda, and escorted them first to Futteh Sing's palace and thence to their own residence. On the following day, Bheemashunker Gungadhur, the Shastree's eldest son, was formally installed in his father's office of Mootaliq, and an application was preferred to the Bombay and thence to the Supreme Government for the Company's guarantee in his favour.

A sunnud was subsequently granted him on the 29th July 1816, appointing him Mootaliq, and assigning him a nemnook (independent of the villages and palanquin allowance which he already enjoyed) of Rs. 60,000 per annum. The Bombay Government had

in the meanwhile sanctioned the British guarantee being attached to this deed; but for some unexplained reason Captain Carnac neglected to do this, and our guarantee was never formally affixed.

In 1822 the Shastree's sons incurred the displeasure of the British government, by allowing and encouraging an aunt of theirs to commit Suttee, in order that they might obtain possession of her property. The atrocity was heightened by the fact of her being little more than a child, and by their endeavouring to conceal the fact from the Resident. On its being discovered, however, and reported to the British government, it was decided that, as a mark of the displeasure of that authority, the Shastrees were not to be allowed in future to visit at the Residency.

In 1827 they were concerned, with many others, in the intrigues by which Syajee Rao endeavoured to oust his Minister Wittul Rao Dewajee, who was supposed to be upheld in his position by the Resident.

In this same year the arrangements were concluded through the medium of the Resident for farming out the revenues of the different mahals in septennial leases, and for a reduction of the expenditure of the State: It was decided to effect a retrenchment by curtailing the allowances granted to various individuals, and the Durbar, with the sanction of the Resident, reduced the Shastree's nemnook from Rupees 60,000 to 48,000, and although they appealed, the Government of the day informed them that, as they did not possess the Company's guarantee, the Government had no right of interference, and that, considering the

remaining allowance to be still liberal compared with what was usually assigned to the descendants of meritorious ministers, the Governor in Council saw no ground for taking any steps in the matter.

Three years later, however, the Government, in consequence of further appeals and consideration, came to a different opinion, and resolved that the sons of the late Shastree had a claim to the interference of the British government for the restoration of their allowances to its former amount, and directed the Resident to bring the subject to the notice of the Durbar whenever he considered that it had a chance of being successfully received.

In October 1832, the Court of Directors expressed a similar opinion. They considered the reduction of the nemnook was a case justifying the interference of the Bombay government, as the bhandery had been virtually granted to the family, and "the services of the late Shastree well deserved such a recompense at our hands." In consequence of this decision, the Resident was directed in May of the following year to call upon the Guicowar to pay up all arrears of the nemnook deducted since 1826.

Syajee Rao stoutly resisted this demand upon his purse. He urged that the Shastree's sons possessed no guarantee constructive or otherwise, and in 1837, forwarded a khurreeta with voluminous enclosures to the Court of Directors, and the Governments of India and Bombay, exclaiming loudly against the injustice of the decision arrived at; accusing the Shastree of various acts of embezzlement and bribery during his

administration at Baroda from 1804 to 1813, and declaring that he had only been upheld through the interested and false reports of Colonel Walker; he considered that the Shastree's sons had already been too highly rewarded, and that they were entitled to no further interference on the part of the British government.

The Shastrees were in the meantime by no means inattentive to their own interests: they inundated the Government of Bombay and the Court of Directors with appeals and memorials; they complained of the oppression of Veeneeram in levying a tax of one per cent. on the produce of their enam villages; and they requested the interference of Government, not only as regards their nemnooks, but also with respect to the Sewaee or extra allowances they enjoyed in the shape of wurshasun or charitable donations of Rs. 1,200 per annum, jeeleeb or pay for attendants at the rate of Rs. 1,500 per annum, and palanquin allowance of Rs. 1,000 every second year.

The Court of Directors in 1859 refused to interfere as regards the extra nemnook, but adhered to their former determination as regards the arrears, with the exception that, as the nemnook had been reduced by Rs. 12,000 in 1827 with the concurrence of the Resident, and that decision had not been reversed by the Government of Bombay until 1833, it was only fair that the Company should bear the loss of the intervening years; but that from the period of the demand being made on the Guicowar in the latter year, His Highness should bear the charge of the arrears. The

Resident was accordingly directed in 1837 to communicate this decision to Syajee Rao, and to require his compliance with it within 15 days, on pain of the arrears being paid to the Shastree's sons out of the Kattywar and Mahee Kanta tributes.

On Syajee Rao still withholding his consent, the arrears were paid to the Shastree's family from the tribute in deposit, and the nemnook of Rs. 60,000 was paid annually to them from the same source until 1840.

On the 19th March in that year, His Highness agreed to the deduction from his tribute of all sums that had been paid to the family by the British Government on account of their claims, and on the 21st October following, he granted a sunnud in the name of Bheemashunker, confirming him in his father's rights, the draft of which runs as follows:—

"To the famed of boundless wealth, worthy of honour, and of high dignity, Bheemashunker Gungadhur from his friend Syajee Rao Guicowar, Senakhaskul Shumsheer Bahadoor. To whom salutation. Soorsun 1240, or A.D. 1840.

"In the reign of Annund Rao Guicowar, Senakhaskul Bahadoor, the late Futteh Sing Rao Guicowar, who was invested with full powers to carry on the Government in his behalf, conferred on your late father Gungadhur Shastree the office of Mootaliq, and on the 9th Jumadee-ool-Awul, Soorsun 1213, or 12th March 1813, granted to him a sunnud with a schedule; thereafter your father was sent on the affairs of the Guicowar Government to Poona to His Highness Punt Purdhan

(late Peshwa), with the guarantee of the British Government for his personal safety, and while on that duty was treacherously murdered at Punderpoor. He performed faithful service to this Government, and seeing that his name should be perpetuated and his descendants maintained, the late Annund Rao Guicowar, Senakhaskul Shumsheer Bahadoor, granted to you, as the eldest son of the deceased abovenamed, a sunnud with a schedule dated 3rd Rumzan, Soorsun 1217, or 18th July 1817. But from some omission agreeably to the wishes of the Guicowar Senakhaskul Shumsheer Bahadoor, as well as the British Government, the bhandery of the latter was not attached thereto. On this account, and your late father having lost his life in the service of the Government, having previously rendered much beneficial service to it, out of favour towards his family this new sunnud is now conferred to perpetuate to the descendants of the deceased Gungadhur Shastree, from generation to generation, what has heretofore been in force, viz :—

"The allowance on account of the Mootaliq nemnook, Rs. 60,000, with the enam villages of Kurrowlee in the Tulna Pergunna, Segur and Sirda in the Pergunna of Bullesur, together with the Juleeb and Palhee surinjam. The same to be enjoyed by his descendants from generation to generation, and who are to perform the duties of the office with propriety and fidelity. This Government will never conduct itself towards you, or your brothers, or principal carkoons, in any wise contrary to what is proper.

"For the due and proper maintenance of all this, the Honorable Company has given its guarantee.

"In virtue of authority conveyed to me in paragraph 29 of Mr. Secretary Norris' letter to my address, dated 18th August 1840, I hereby affix the guarantee of the British Government, securing to Bheemashunker Gungadhur Shastree, and to his heirs in perpetuity, the rights and privileges described and granted in the sunnud, and to the heirs of Gungadhur Shastree his father.

(Signed) W. S. Boyd,
Political Commissioner and Resident."

7th September 1840.

In the preparation of this sunnud three great mistakes were committed. In the first place it was made out in the name of Bheemashunker, the Shastree's eldest son, instead of to the family as was intended; in the next, the guarantee was given hereditarily, whereas it was only intended to be a life grant to the family, in consideration of the services and tragical end of their father; and in the 3rd, the Sewaee nemnooks of enam villages, palkee and charitable allowances, &c. were included in it, although the Court of Directors had expressly refused to interfere as regards these extra allowances in the previous year. In 1842 also they again alluded to this decision, with a desire that it might be enforced. When this order was made known to the Shastree's family, they appealed against it on the grounds that they had been verbally informed by Sir James Carnac, who was then Governor of Bombay, that the sunnud of 1840 had been sanctioned by the Honorable Court in March 1841.

In their letter of the 15th January 1845, the Court stated that this was incorrect, and that they still adhered, and had done so throughout, to their decision of 1839, but that as the three enam villages were held by the Shastree under a regular grant to his father containing the usual words of inheritance, their property in the same ought to be recognized by the Guicowar, who should not be led to suppose that their resumption would be approved.

In the meantime, however, the Resident, under a belief that the sunnud of 1840 had really been sanctioned without any restriction by the Court of Directors, made some requisitions on the Guicowar for the payment to the Shastree of sums in excess of the regular guaranteed nemnook.

These were paid under protest; but on the resolution of 1842 being made known to Syajee Rao, he stopped the payment of Rs. 60,000 for two years, intimating his determination of repaying himself for all the disbursements he had made to the Shastrees, not only on account of their charitable and palanquin allowances, but also on account of their enam villages of Rs. 8,000 a year, which, as stated above, had been granted to Gungadhur Shastree in perpetuity in a sunnud anterior to the date of the guarantee.

This called forth an indignant remonstrance from Sir R. Arbuthnot, the Resident (who had been specially directed to bring the subject to the notice of Syajee Rao in a courteous and unauthoritative manner). He informed the Guicowar, "that if His Highness refused his consent as a mark of friendship to such a trifling

but proper request, as the continuance of the honorary allowance, it would be apparent that he set very little value on the friendship of the British Government." He concluded by observing, "If the Maharaj by his own authority chooses to take the revenues of the enam villages without sufficient grounds, it will be necessary for him to be ready to give an answer to the English Government for acting against the treaty and his engagements, which provide that he shall not do anything contrary to justice." The English Government will never consent to the Guicowar Sirkar without reason seizing the enam villages and private property of any of the people who are under their guarantee, should such be his intention.

The terms of this communication were condemned by the Bombay Government in their letter of the 16th April 1847, and they directed the Resident to inform the Guicowar that Government did not intend to interfere authoritatively in the matter of the enam, but that it considered His Highness to be under a moral obligation to respect the formal grant of his predecessor, and that it would certainly regard with much disapprobation any violation of such claims.

Syajee had previous to this, in answer to the Resident's remonstrance, sent to the Residency treasury the two years' nemnook in arrears, with a request that it might be held in deposit pending the reference to Government, and warning the Resident that if a refund was ordered, he should look to Government and not the Shastrees for repayment.

He continued his demands for a refund of all arrears of the revenues of the enam villages, in spite of the in-

timation of Government above quoted, all through the year 1847. On the 31st January, however, of the following year, he voluntarily relinquished his claims to these villages, and allowed them to remain in possession of the family; a sum of Rs. 34,000 was repaid to the Durbar on account of the other items of the Sewaee nemnook, drawn in excess of the Rs. 60,000, and the balance was handed over to the Shastree's family. Subsequently, by order of the Court of Directors, the amount deducted from the Shastree was made up to them by the British government.

In their despatch of the 15th January 1845, the Court of Directors had ruled that the guarantee to the family was not hereditary, but only secured the payment of Rs. 60,000 per annum to Bheemashunker, the eldest son of the late Shastree, as a life grant.

Up to the year 1846, the three brothers, Bheemashunker, Balcristna, and Venayek, had been living in coparcenary, and the nemnook of Rs. 60,000 had been thrown into the common stock to be equitably divided; but in that year they quarrelled and commenced, in virtue of their guarantee, a most vaxatious series of appeals and complaints to the Resident, the Bombay Government, and the Court of Directors. Balcristna was by far the most pertinacious. He inundated the Government with a rapid succession of lengthy appeals; he requested that Government would insist on his share of the nemnook being paid to him separately, which was declined, the sunnud having been made out in the name of his eldest brother; he demanded that the Resident and Government should

interfere in the division of the common property, which was also negatived, and would obtain for him a share in the Rissala of Guzerat Horse serving in the name of his brother, which Government also refused to acquiesce. He first agreed to abide by the decision of the private punchayet which the brothers had appointed for the division of their property, and a few days after, on ascertaining the decision the punch had arrived at, withdrew his consent, withheld part of the common family jewels, and refused to give them up to his brother, to whom they had been awarded, even when called upon by the Resident and Durbar to do so; and finding that he could not upset the decision of the punchayet in Baroda, he filed a suit against his brothers in the Supreme Court of Bombay, continuing at the same time to pour in appeal after appeal to the Government of Bombay. As he still refused to abide by the decision of the punchayet, Government encouraged Bheemashunker, his eldest brother, to withhold the payment of his share of the nemnook of Rs. 60,000 enjoyed under our guarantee.

In the commencement of 1849, Captain French, the Acting Resident, reported that he had taken the matter in hand himself; that the Vukeels of the three brothers assembled daily at the Residency, and that he hoped soon to be able to report that an amicable settlement had been arrived at of all the questions in dispute. Owing, however, to the litigious spirit displayed by the brothers, and especially by Balcristna, it was not till nearly two years afterwards that the Resident was able to report a final adjustment on the basis of the punchayetnama drawn out in 1847, and

even then the parties refused to sign an acquittance, in consequence of a dispute relative to the partition of their lease in the city of Baroda. Party walls had indeed been built up, but the contingency of adding on to their several portions, and in that case of being obliged to interfere with those belonging to the other two sharers, formed a fertile source of quarrel for some months. Government however authorised the Resident to refuse having any allusion made to this contingency in the agreements which were to be mutually passed between the parties, ordering that any dispute which might hereafter arise on the subject, should be settled on its own merits.

Bheemashunker Gungadhur Shastree died on the 13th August 1851. On this event taking place, Gunput Rao Guicowar intimated to the family that the office and nemnook of mootaliq had ceased, but that he was willing to continue to Crishna Rao, the son of Bheemashunker, an annual stipend of Rs. 18,000, and to each of the brothers, Balcristna and Venayek, pensions of Rs. 8,000 each, to be continued during good behaviour. The two latter appealed against His Highness' decision, and begged that the nemnook and guarantee might be continued to them. But the Court of Directors, in their despatch of the 6th April 1853, upheld the opinion expressed by His Highness, and decided that the bhandery had lapsed.

Balcristna Gungadhur Shastree died in Baroda on the 21st November 1857, leaving a son behind him called Gungadhur Balcristna.

When Gungadhur Shastree was murdered at Poona in 1815, the British Government granted a life-pension

of Rs. 10,000 per annum to his family. The Court of Directors subsequently decided that this life-pension should be continued entire to the family until all the three brothers were dead, and that then, half of the pension should be continued to their three nearest of kin.

Since Bheemashunker's death the family has enjoyed no guarantee.

---

26. Poonjajee Josajee.

Poonjajee Josajee was a British subject, and resided in the year 1834 in the village of Ruttunpoor, in the Kaira Collectorate.

His father was originally a subject of the Guicowar state, a Grassia or landed proprietor of the village of Sanjma in the Padra pergunna. He had left that village and had resided for many years under British jurisdiction, but he used to resort annually to Sanjma to demand his girass rights. On his death this custom was continued by his son Poonjajee. This individual found some difficulty in obtaining his just dues, and resorted to threats, and, as asserted by the Guicowar people, acts of violence to enforce his claims.

In the year 1834 he went as usual to Sanjma for this purpose; he was then seized and taken to Baroda, where he was placed in confinement. The minister, Veeneeram, was then in the height of his power; he made some slight investigation into the case, found Poonjajee guilty of murder and other crimes, and sentenced him to have both his hands cut off.

This horrid sentence was carried into effect, and Poonjajee returned a cripple for life to his family at Ruttunpoor. He immediately made a complaint to the Collector of Kaira, and the matter was reported by him to Government.

On Syajee Rao being called upon for an explanation of the circumstances, he stated that Poonjajee was not a British subject, that he was a girassia under his own jurisdiction, and that he had received only a slight punishment in proportion to the crimes he had committed. But the Bombay Government thought otherwise. In their letter of the 19th May 1837, they gave it as their opinion that a gross outrage had been committed; that Poonjajee was a British subject; and that it had always been the established practice, that the cognizance of offences committed by British subjects within the Guicowar's territory, rested with the British, and not with the Guicowar Government, and they directed the Resident to call upon the Guicowar to grant immediately to Poonjajee, in conpensation of the irreparable wrong he had sustained, a pecuniary donation and means of future support adequate to his situation in life. The donation they considered should be Rs. 3,000, and the pension Rs. 100 per mensem, commencing from the date on which the mutilation was perpetrated.

At the time this demand was made, Syajee Rao was in the midst of his disagreements with the British government, and reparation for this outrage was only one of many claims brought against His Highness.

He distinctly refused compliance with any of the demands against him, and all arguments having failed,

the pergunna of Pitlad, yielding an annual revenue of nearly 7 lacs of Rupees, was placed under sequestration, until all the demands made against His Highness should be acceded to by him.

Previous to this, in their despatch of the 29th September 1837, the Government of Bombay had modified their former scheme of compensation, and had directed that as Syajee Rao had refused compliance with the demand, a donation af Rs. 1,000, and a monthly pension of Rs. 75, should be paid to Poonjajee from the tribute in deposit at the Residency.

Syajee Rao gave in to the demands of the British Government on the 28th November 1839. On this occasion he visited the Resident, and addressing him in the terms and demeanour of a suppliant, acknowledged that he had conducted himself improperly, begged for pardon, and declared that he would submit to whatever the Government might demand, and that he would in all matters act according to the wishes of the Resident.

On the 30th March 1840 he forwarded a sunnud to the Resident, made out in favour of Poonjajee, and requested that the British guarantee should be affixed thereto. The sunnud runs as follows :—

" To Poonjajee Josajee.

" For your maintenance the British Government has fixed you an allowance to be paid by my Government; according thereto you will receive Rs. 75 per mensem, and notes for the same will be granted every half year on the potedary, to be paid without deduction; and to ensure the due fulfilment of this arrange-

ment during your life, the guarantee of the British government has been conceded."

In their letter of the 18th August of the same year, the Government of Bombay did not consider it requisite to guarantee formally Poonjajee's allowance, as the same having been admitted by the Guicowar, it was not likely that it would be interfered with; but the Resident was instructed to demand its continuance if any obstruction should be offered.

Poonjajee enjoyed his pension without interruption till his death, which occurred in 1859, when the pension and guarantee both lapsed.

Wittul Rao Dewajee and Crishna Rao Wittul.

Crishna Rao is the adopted son of Wittul Rao Dewajee, who for nearly 30 years played such a conspicuous part in Baroda politics.

Wittul Rao made his first appearance at Baroda in A.D. 1794, when he accompanied Govind Rao Guicowar from Poona, after his investiture by the Peshwa, in the capacity of a dependant on his uncle Bulwunt Rao Cashee, a relative of Rowjee Appajee the Minister. Bulwunt Rao had charge of Govind Rao's treasury, and Wittul Rao was employed at first in his office, and then up to the year A.D. 1799 in the Commissariat Department of the state.

In the latter year, Bulwunt Rao Cashee obtained the management of the district of Beejapoor, and deputed Wittul Rao to act for him. In this capacity the latter evinced great talents and capacity. During the two

years he remained in charge, he largely increased the revenue without oppressing the ryots, and obtained great influence over the Mehwassees in the district.

In 1802, Mulhar Rao Guicowar rose in rebellion against Annund Rao and Rowjee Appajee, and commenced the war by the forcible occupation of Veesulnuggur and Beejapoor. Wittul Rao Dewajee was then at Baroda, and was deputed to Babbajee Appajee, then at Thasra with the Guicowar army, with directions to oppose Mulhar Rao immediately and to recover Beejapoor without loss of time. Babbajee moved on towards Ahmedabad, and sent Wittul Rao in advance with a usual force with orders to attempt the recovery of Beejapoor. Wittul Rao availed himself of the influence he had acquired amongst the Mehwassee Thakoors, and with their assistance recovered Beejapoor.

On hearing of this success, Babbajee directed Wittul Rao to proceed to Veesulnuggur and attempt the recovery of that place also. He immediately complied, and raising a body of Arabs in the vicinity of Edur, marched towards Veesulnuggur, engaged and routed Mulhar Rao's troops for the second time, and re-obtained possession of the town and district.

In this engagement Wittul Rao displayed great personal gallantry: he charged at the head of his troops, and captured two pagas of horse,—one belonging to Mulhar Rao Guicowar himself, and the other to Crishna Rao Deshmook, who had been sent to oppose Mulhar Rao but had traitorously joined him. As a reward for his bravery on this occasion, the Guicowar

Government gave Crishna Rao's paga to him under a sunnud bearing date the 27th May 1802.

Subsequent to Mulhar Rao's submission in June 1802, one of his principal adherents, Jewram Jugdass, threatened disturbance in the Kurree and Puttun districts. Wittul Rao was detached in pursuit of him with a small body of troops, and soon overtook and routed him; soon after, when the Arabs mutinied, parties of them took possession of the forts of Puttun, Veesulnuggur, and Wurnuggur, and Wittul Rao was deputed by Babbajee to re-obtain possession of these places by force or stratagem. He adopted the latter mode with great success, and in remuneration was entrusted with the management of Veesulnuggur.

In the following year Wittul Rao accompanied Babbajee on a Moolukgeery circuit in Kattiawar. During its progress Mulhar Rao broke out a second time into rebellion, and absconding from Kurree, which had been assigned him as a residence, he crossed into Kattiawar and took up a position near Drangdra, where he was joined by a number of turbulent Jhuts and other tribes.

Wittul Rao was immediately detached against him with a body of 600 horse, and suddenly attacking Mulhar Rao, defeated him and made him retreat. Mulhar Rao was, however, soon after joined by Mucoond Rao, of whom mention has been made in another part of this memoir,—and with the assistance of the Cusbattees of Umreilly, he possessed himself of that town, then, as now, the capital of the Guicowar's possessions in Kattiawar.

Great alarm was manifested at Baroda on this occasion, and an application was made to the British Government for aid to suppress the revolt. In consequence however of the attention of that Government being directed at the time to the hostile attitude of many of the native states of India, the promised succour was never afforded.

The Guicowar government was consequently left to its own resources, and Wittul Rao was detached against Umreilly with a party of a thousand horse. In spite of his inferiority in numbers to Bulwunt Rao, he unhesitatingly attacked him, gained a complete victory, and re-occupied Umreilly. He immediately followed up his advantage, pursued Mulhar Rao's retreating force, overtook him at Koondla after a march of 25 miles, and completely defeated him a second time. In this affair he displayed conspicuous bravery, and in a personal charge at the head of a few horse, nearly succeeded in capturing Mulhar Rao and his son Khundy Rao.

When Babbajee received intelligence of these important successes, he immediately proceeded with the whole of his army to Koondlah to meet the victor. The meeting was conducted with great pomp and shew. Wittul Rao was presented with an elephant and a palanquin, and minor distinctions were conferred on his companions in the field of battle.

Mulhar Rao and his son fled in the first instance to Bhownuggur in the hopes of escaping by sea, but disappointed in their intention, they returned and took refuge in the hilly country in the neighbourhood of

Palitana. Wittul Rao was again detached in pursuit. Having ascertained the exact position of the rebels, he dismounted, and at the head of a select party of foot, attacked Mulhar Rao in the midst of the jungles, and after a severe struggle took him and his son prisoners.

The intelligence of Mulhar Rao's capture was communicated by Babbajee to Major Walker, who acknowledged in strong terms the beneficial results arising from the early suppression of rebellion of so enterprising and popular a chief as Mulhar Rao.

The Guicowar army, under the command of Babbajee, next proceeded to recover the Kattiawar tribute, which, in consequence of the disturbances that arose from Mulhar Rao's rebellion, had fallen greatly in arrears. The Nawab of Joonaghur refused to pay his quota of the tribute. Batteries were erected against the fort of Bunthullee, but Babbajee having expended all his ammunition, found that he was unable to reduce the fort, and applied to Major Walker for assistance. Pending the reference however, an amicable adjustment was effected with the Nawab through the agency of Wittul Rao.

The Guicowar force next proceeded against Rawul Bukht Sing, the Thakoor of Bhownuggur; a battle ensued, in which Wittul Rao Dewajee was wounded, but the Chief of Bhownugger being defeated, complied with the demands of the Guicowar government.

In A.D. 1804-05, the Guicowar army was occupied in the siege of Wudwan, and Wittul Rao was detached on a Moolukgeery circuit to collect the tribute and to suppress the depredations of the Jaitpoor Katties, who,

in concert with the Raja of Goondul, had made an irruption into the Umreilly districts. He effected this settlement, took security from the Katties, and returned to Wudwan. During this expedition, a celebrated Katty chief, named Deela Bhaela, was plundering Kattywar, and Wittul Rao, by making a forced march of nearly 60 miles, surprised and defeated him.

In consequence of the talent and energy which Wittul Rao had so frequently evinced in the services above adverted to, the Guicowar districts in Kattywar were entrusted to his charge, and on Babbajee's return to Baroda in 1806-07, he was also appointed to the command of the Guicowar army stationed in that province.

On this occasion he was granted a sunnud, dated 2nd January 1807, which conveyed to him in perpetuity Rs. 325 per mensem as commander of the paga of 65 horse, and Rs. 500 per mensem from the Kattywar tribute.

These sums, amounting to Rs. 9,900 per annum, were further secured to him in the sunnud of 1809, granted to Babbajee Appajee, as mentioned in the memoir of that individual; and previously to this he had been included in the general guarantee granted to Rowjee Appajee's relations and dependants in 1802.

Wittul Rao managed the Umreilly districts until the year 1826. The year previous to his taking charge they had been let in farm for Rs. 12,000, but owing to the measures he adopted, the revenue gradually increased, until in 1826 they amounted to Rs. 3,54,519. At that period he received the greatest credit for his

exertions from the Durbar, Colonel Walker, and others connected with the Residency; but the acquisitions he then made have subsequently been a fertile source of complaint against the Durbar by the Grassias and chiefs of Kattywar. His system was to incorporate as much land as he possibly could in the various talookas under his charge, and to obtain them by every means, fair or foul, from the neighbouring Grassias. He never let a chance go by; he acquired the half share in the Kareenar pergunna in 1811-12 by supporting the successful candidate in a disputed succession at Joonaghur. In the great famine which devastated Kattywar during the following year, a number of Katty proprietors wrote over their lands to him in perpetuity in exchange for a bare subsistence; and he even descended so far as to cause a deed to be forged in his favour, purporting to be a grant from the Nawab of Joonaghur of the village of Bhader in perpetuity.

These facts were, however, unknown at the time; his great influence prevented any complaint being made against him, and the result of his policy was sufficiently dazzling to hide all defects. Umreilly rose under his auspices from a small village into a large walled town, with a strong inner fort, and was laid out by him with considerable genius. Trade and agriculture flourished under his rule, and the turbulent tribes of Katties, Babreas, and Coolies, were held in subjection by his energy.

In 1807, Colonel Walker proceeded to Kattywar and effected his well known settlement, which provided

for the permanent realization of the dues of the Guicowar and Peshwa from that province without the intervention of a Moolukgeery army. He was accompanied by a Guicowar army under the command of Wittul Rao Dewajee, who gave him every assistance, both as a Military commander and as manager of the Umreilly districts. By his influence he kept the Guicowar troops in good order, and allowed no plundering or other breach of discipline, and received the most flattering testimonials from Major Walker for the manner in which he performed his onerous duties.

Major Walker writes thus to Babbajee in 1807:—

"From daily intercourse and intimacy with Wittul Rao, I have greater confidence in him than I ever desired. By experience I now know the truth of what you mentioned concerning him of your own personal knowledge. He is informed on all subjects, active, prudent, and able in the performance of every duty."

Wittul Rao also ably seconded Colonel Walker's humane efforts for the suppression of infanticide amongst the Jhareja and other Rajpoots of Kattywar; on this subject he wrote thus to the Governor of Bombay in 1808:—

"In this and every endeavour for suppressing infanticide, it is with great pleasure that I mention the cordial and zealous assistance of Wittul Rao Dewajee, the Commander of the Guicowar Army. This officer, with the peculiar ardour of his character, embraced every occasion of exposing the enormity of

the crime, and of promoting by his arguments and influence a detestation of the practice."

In the following year he again gained Colonel Walker's approbation by his cordial co-operation against the fort of Diu, and in the negotiations with the Cutch Durbar.

On his final departure from Baroda in 1809, Colonel Walker procured from the Durbar, in recognition of the services of Wittul Rao, an increase to his paga of 45 men, and on this occasion wrote him the following farewell letter:—

"I am about to leave Baroda, and although it is my intention to proceed to England, I shall ever retain in my heart the recollection of your friendship and courtesy. I send you in token of my regard a friendly letter to the Shastree which may prove beneficial. I have, in conformity with your wishes, made an arrangement with this Government for an increase of 45 men being made to your paga, and that the Silledars who proceed to Dwarka should be remitted the tax levied upon pilgrims. Captain Greenwood will furnish you with full particulars when he meets you. Babbajee Appajee, Bapoo, and your other friends are quite well."

In 1812, Jam Jessajee of Nowanuggur rebelled against the Guicowar government. A combined force of British and Guicowar troops was sent against him under the personal superintendence of Captain Carnac the Resident. On this occasion Wittul Rao was very useful and zealous. Again in 1815 he commanded the Guicowar contingent which accompanied Captain McMurdo to Cutch, on the occasion of a breach with

that Durbar, and, as usual, his zeal and ability were amply testified by that officer.

In the following year he evinced his good will towards the British government by communicating to Captain Carnac the intrigues of the Peishwa's emissaries with the Baroda Durbar, a few months previous to the open declaration of hostilities by the former court against the British Government.

On Babbajee's death, which occurred in 1810, Wittul Rao had been confirmed as Guicowar's Sirsooba in Kattywar, and on this occasion he received a personal allowance of Rs. 2,653 per annum on account of Julleeb or maintenance of a private armed guard.

Wittul Rao remained in personal charge of Kattywar until A. D. 1820. In that year Mr. Elphinstone visited Baroda, and released the State from the intimate supervision that had been exercised over it during the life-time of the imbecile Annund Rao. On this occasion Syajee was told that he should nominate his own Minister, but should consult the British Government before appointing him. After some discussion, he stated his determination of taking Wittul Rao Bhow, the son of Babbajee Appajee upon trial, and associated with him Wittul Rao Dewajee. The latter soon gained sufficient influence to oust his rival, and in 1821 gained the summit of his fortunes by being appointed Minister of the State.

The sunnud granted to him on the 3rd August 1821 runs as follows:—

"You have rendered prosperous the Kattywar Moolukgeery, and the districts of Umreilly, Damnug-

gur, &c; you have performed the service of the Government to its great advantage, therefore the Sirkar is pleased to appoint you Minister. You are accordingly to perform your duties conformably to the orders of Government. The nemnook of your expenses has been given to you in a separate paper. You are to receive, in conformity thereto, year by year, generation to generation, and perform the service of Government faithfully and to the best of your ability."

The nemnook was assigned as follows:—Drafts to be drawn annually upon the undermentioned districts:—

Pergunna of Baroda.....	Rs.	22,751	
Ditto Pitlad	,,	22,750	
			45,501
Enam village and Asamee (pension) village of Kurcheea.	Rs.	8,500	
Hereditary Asamee paid in the nemnook of Babbajee Appajee, payable from the Kattywar tribute	,,	6,000	
			14,500
	Total Rs.		60,001

"In this manner, altogether Rs. 60,001 annually, drafts and enam village and asamee have been paid for your support from the beginning of the year abovementioned. The Government will continue this every year from generation to generation. You are to receive as above and continue to perform the service of Government with fidelity."

In addition to this nemnook of Rs. 60,000 per annum, Wittul Rao was allowed to draw the extra items of Rs. 3,900 annually on account of the command of the paga of horse, and Rs. 2,625 annually on account of julleeb or allowance for attendants.

The financial embarrassments of the Guicowar State were the chief points to engage the minister's attention on the accession to office of Wittul Rao Dewajee.

Mr. Elphinstone, on his visit to Baroda in 1820, had ascertained that the debts of the State (the repayment of which with interest has been guaranteed to the Bankers by the British Government in annual instalments of 15 lacs,) amounted to Rs. 1,07,66,297, and he had warned Syajee Rao that "if from whatever cause the arrangement made for the ensuring of the stipulated payments were to fail, it would be absolutely necessary for the Company once more to take the entire management of his country into its own hands, and that this Government would not have the least choice in adopting the measure."

Syajee Rao was not however a man to be led by the counsels of his minister when they at all clashed with his own desires, and his avaricious disposition led him to hoard up large sums of money in his own private treasury, in preference to applying them to the liquidation of his debts; so that, in spite of all Wittul Rao's exertions, the guaranteed debt had, notwithstanding intermediate payments, increased in the year 1825 to Rs. 1,33,81,389.

During the following year the Resident urged on Syajee Rao the necessity of curtailing the expenditure,

and the advisability of applying some of his private means towards the liquidation of the guaranteed loans. He also strongly recommended His Highness to substitute long leases for the prevailing system of annual farms, and with the aid of his Assistant, Mr. Willoughby, and Wittul Rao Dewajee, he, in 1827, matured a plan for farming out the districts in septennial leases, principally to the holders of the guaranteed loans, whereby he hoped that the bankers' claims would all be satisfied, and the State cleared from debt at the end of seven years.

After a great deal of discussion, Syajee Rao gave a reluctant consent to this arrangement. It was however most distasteful to him, as it interfered with the private collections he had hitherto extracted from the farmers under the head of remissions of rent, and which sums he had always carried to his own private account.

Up to the period of these discussions, Wittul Rao had been in favour with the Guicowar; indeed, as late as the 1st April 1827, Syajee had granted him a new sunnud, increasing his allowances from 60,000 to 1,05,000 Rupees per annum in perpetuity; but in consequence of the part Wittul Rao took on this occasion in supporting the views of the Resident as regards the septennial leases, Syajee suddenly took a violent aversion to him, refused him admittance at the Durbar, and in a letter to Mr. Elphinstone of the 28th August 1827, denounced him as a traitor, and complained that, not only had the septennial arrangements been concluded by the Dewanjee against his will, but that he had procured for himself the additional allowance of Rs. 45,000, granted

in the preceding April, without his (the Guicowar's) concurrence. To this Mr. Elphinstone on the 16th of the following month replied, "that the increased allowance to the minister was reported by the Resident to have been freely granted by His Highness, and the amount paid by himself; if however it was otherwise, or if His Highness wished for any other reason to resume it, there was no obstacle."

The Guicowar upon this not only resumed the original allowance, but dismissed Wittul Rao from the service, in spite of the earnest endeavours of the Resident to procure a reversion of his office for him.

Syajee infringed the septennial leases soon after their establishment, and insisted on his right to pay off the guaranteed loan in one lump and in his own way. So the Bombay government, after in vain endeavouring to induce him to act up to his engagement, even going so far as to give up the septennial leases, finally resolved to take into its own hands the fulfilment of the obligations to which his guarantee had been affixed.

A proclamation was accordingly issued on the 28th March 1828, by which part of His Highness' districts, producing an annual revenue of upwards of Rs. 28,00,000, were placed under sequestration, and their revenues assigned for the liquidation of the guaranteed debts.

Wittul Dewajee was placed by the Resident in charge of these districts, with the concurrence of the Bombay government, and Rs. 25,000 was assigned as his yearly salary. On Sir J. Malcolm's visit to

Baroda in 1830, a further sequestration of districts, of the value of 5 lacs of rupees having determined on, in order to provide funds for the re-organization of the Guicowar contingent (Syajee having refused to introduce any reforms for the purpose of increasing their efficiency); these districts also were placed under Wittul Rao's charge.

Sir J. Malcolm, even before the sequestration of the districts had been determined on in March 1828, had resolved on taking the Dewanjee under his protection, on the grounds that not only had the British Government the right, but that it was also bound on every principle of sound policy, first to protect him and his family, and secondly to insist on a provision being assigned for his support, suitable to his former situations and valuable services, and with reference to those enjoyed by persons similarly situated at Baroda. The Governor in Council considered that "the ingratitude of his master, his zeal for the interests of both governments, and a combination of unfortunate events, have occasioned to this personage humiliation and disgrace when he might have expected honour and reward, and it is an obligation from which the British government cannot desire to escape to give to this meritorious individual every personal consideration and support."

Sir John Malcolm visited Baroda in the commencement of 1830, and finding Syajee Rao in violent opposition to the British government, and entirely disinclined to admit that Wittul Rao had any claims on him on account of his former services, or to allow him any provision or support, he determined to guarantee

him the nemnook of 60,000 Rupees granted in the sunnud of 1821 on his accepting office, together with the extra allowances on account of the paga and julleeb, and to recognize the adoption of his nephew Crishna Rao as his legal heir, notwithstanding Syajee Rao's refusal to concur in such adoption.

Sir John accordingly granted Wittul Rao a sunnud, under date the 8th February 1830, in the following terms:—

"From Sumwut 1858 up to the present day you have performed eminent and faithful services for the Guicowar government, and under your administration the Guicowar's possessions in Kattywar have greatly increased in revenue, extent, and population.

"Your Sookree, payable by the Zemindars of Kattywar, was included in the permanent settlements concluded by the Resident Colonel Walker, and added the value of certain villages obtained by you from the Ketties, and credited by you to the public account, alone has caused an annual profit to the Guicowar government of Rs. 80,000.

"Your fidelity and regard for the honour and interests of the Guicowar, and the able manner in which you have discharged the several important trusts that have been reposed in you, have been frequently brought to the notice of the British Government by Colonel Walker and the successive Residents at Baroda, and other British officers, and these favourable testimonials have been fully confirmed, in the opinion of the Government, by more recent observations of your conduct and character under circumstances of considerable delicacy and difficulty.

"In consideration of your meritorious exertions and increasing endeavours to promote the true interests of the Guicowar and his family, as well as those of the two Governments jointly, you have been exalted in rank, honorary distinctions have been conferred upon you, and a suitable provision assigned for your support; and it is now intended that a nemnook shall be settled upon you and your descendants, under the guarantee of the British government, on a scale proportionate to your situation and services, and corresponding to those already granted to different persons at Baroda similarly situated.

"A nemnook was settled upon you from generation to generation under a sunnud and sicca yad issued by His Highness the Guicowar, under date the 31st August 1821, and an augmentation was made thereto by another deed bearing date 12th April 1827.

"The Guicowar government having the power to do so, has resumed the additional grant conferred upon you, but your original nemnook, with your Julleeb allowance of Rs. 2,655 annually, are hereby confirmed to you under the guarantee of the British government, on the terms set forth in the sunnud and yad of 1821.

"In 1802 the honorary distinction of a paga of 65 horse was conferred upon you as a reward for your personal gallantry and services against the troops of Mulhar Rao, who had rebelled against the Guicowar government. In 1809 this paga was augmented to 110 men through the medium of Colonel Walker, as a testimonial of your services in Kattywar under the personal observation of that distinguished officer. This paga is confirmed to you on its present footing,

both as relating to nemnook and service to Government.

"The nemnook now assigned to you will be paid from the same sources as before fixed, but the British government will reserve to itself the power, should it appear expedient, to exchange the lands from whence it is drawn, or to commute the money payment for land, provided such exchange or commutation does not diminish the amount of revenue to you or to your descendants. You have adopted as your son and heir Crishna Rao Wittul. This adoption should, according to usage, receive the sanction of His Highness Syajee Rao Guicowar, but the conduct of that prince at the present period precludes hopes of that assent, and renders it improper to be requested under such circumstances, and considering your age and actual employment, and not deeming it just or generous to leave a man of your distinguished character and services in doubt on a point so important to himself and family, I do, in the name of the English government, confirm and sanction the adoption of Crishna Rao Wittul, and you are by this confirmation to deem yourself exempt from any fine or nuzzerana on that account, either to the Company or Guicowar governments, and further to understand that your adopted child and his descendants will have the same claim to the favour and protection of the British government as you enjoy. The claims you have preferred to lands in Kattywar will be examined into by me when in that province, and decided upon according to the justice and merit of the case.

"(Signed) J. Malcolm."

The last paragraph of this sunnud shows the grounds on which Sir J. Malcolm felt himself justified in abrogating two of the Guicowar's most cherished prerogatives, viz., the right of sanctioning an adoption and of granting a large hereditary pension to one of his own servants and subjects, and it must have been peculiarly galling to Syajee Rao to see these prerogatives broken through in favour of a man whom he had denounced as a traitor, and whom he regarded with feelings of intense aversion; and these feelings must have been much heightened on Wittul Rao's being placed in charge of the sequestrated district, and allowed to draw this large nemnook from the revenues of the same, in addition to the salary of Rs. 25,000 per annum which had been assigned to him in remuneration of his services as Manager.

It was on these grounds that the Court of Directors, in their despatch of the 31st October 1832, deprecated the selection of Wittul Rao as Manager. They considered that the arrangement was injudicious, and likely to exasperate Syajee Rao still more, and they considered that whatever might have been his services and merits, the salary fixed was too high, and that a sufficient check could not be exercised over him from this Residency.

In this despatch the Court mentioned incidentally the guarantee that had been granted by Sir J. Malcolm as a sufficient provision for the family, and though they expressed no opinion on it, their mention of it without disapprobation may be supposed to have conveyed tacit consent to the measure.

Wittul Rao Dewajee died in December 1830 while in charge of the sequestrated districts. His brother Govind Rao Dewajee was allowed by Government to remain in charge of the districts on behalf of his real and Wittul Rao's adoptive son Crishna Rao; and until the termination of Sir J. Malcolm's government, and during the short interregnum of Sir T. Beckwith and Mr. Romer, the family were allowed to draw the full amount of the nemnook as guaranteed by Sir J. Malcolm, in addition to a considerable portion of the Rs. 25,000 enjoyed by Wittul Rao as Manager of the districts.

On Lord Clare's accession to the Government in 1831, however, a change occurred in our policy towards the Court of Baroda. Sir J. Malcolm had resorted to severe measures in order to bring Syajee to reason, while Lord Clare's government had determined on trying the effect of conciliation. In pursuance of this policy, Syajee Rao was encouraged to come to terms with the holders of the guaranteed loan, and the result was the presentation of an acquittance in full by the bankers on Lord Clare's visit to Baroda in April 1832, as related in another part of this memoir, and the release of the districts from sequestration.

Lord Clare took an entirely different view of the case of Wittul Rao Dewajee to that entertained by Sir J. Malcolm. Before proceeding to Baroda, he recorded his opinion in a Minute of the 18th January 1832, in the following terms:—

"I do not think the services and good conduct of the late Wittul Rao bear at all upon the question of

our right of forcing the Guicowar to give him and his family such an enormous income. Being the stronger power, we can undoubtedly oblige the Guicowar to obey our orders, but unless might can be called right, I cannot understand how we can with justice force him to pay the nemnook to this family. I shall certainly do my best to induce the Guicowar to give his consent, but as he has invariably called Wittul Rao a traitor, I believe he would rather do anything than sanction the grant which was made to him without his concurrence; and in the event of his refusal, are we with the strong arm of power to force him to acquiesce in it? or is the amount of the nemnook (with the paga of horse little less than a lac of Rupees annually) to be charged to the British government? I consider this question to be one of the most embarrassing which Government has to decide; and I am astonished that my predecessor should have involved us in such an engagement to the adopted son and family of the late Wittul Rao; for even supposing his services to the Guicowar Government were ten times greater than Sir J. Malcolm has stated them to be, why was the British Government called upon to reward those services by guaranteeing such an income for ever to his adopted son and heirs? I wish to see the reason, if any on record, which induced Sir J. Malcolm to commit the British government. If I am to argue the question on the broad principles of justice, I am bound to say that Sir J. Malcolm, having committed the British government, the British faith must be kept inviolate, but that if the Guicowar refuses his consent, we cannot force him to comply, and the

amount must be a charge against us, and referred for final decision to the Honorable Court.

These sentiments were concurred in generally by Lord Clare's colleagues, and acted on at his interviews with the Guicowar. Syajee Rao steadily refused to recognize the adoption of the sunnud granted by Sir J. Malcolm, and when the sequestration was released, he resumed the enam village of Kurcheea, and the produce of those in Kattiawar, which Sir J. Malcolm had determined to be the private property of the late Dewan; he also confiscated the whole of Wittul Rao Dewajee's private property, and discontinued the payment of the nemnook which had been made from the sequestrated districts. The family consequently fell into great distress, and were indebted for their subsistence to the produce of a village which had been given in enam to Wittul Rao by the Raja of Rajpeepla.

In reply to the reference made to them, the Honorable Court, in their despatch of the 6th November 1833, expressed their concurrence in the opinion entertained by Lord Clare's government. They considered that they could not force the claims of Wittul Rao or his adopted son on the Guicowar government, and that there was nothing in our relations with that State which entitled the British government, without the Guicowar's full consent, to bestow on those who served him, and still less those who deserted him to serve us, rewards at our discretion payable from his revenues, or to force him to continue allowances which he might have granted when the parties were in his service to the

same parties when dismissed from his service, and to their sons adopted without the sovereign's consent.

The Honorable Court characterized Sir J. Malcolm's conduct as altogether "unauthorized and most indiscreet," but resolved not to disavow his act; and therefore considered that a liberal provision to the adopted son, considering the circumstances and position of the family, should be made to him from the British revenues, and purely as an act of generosity on the part of the British government; and they directed the Bombay government to carry out the measures according to their discretion.

Lord Clare's government, in accordance with the spirit of these instructions, decided that a pension of Rs. 24,000 per annum should be granted to Crishna Rao Wittul from the 26th May 1834, and that all the allowances drawn by the family from the sequestrated districts subsequent to the death of Wittul Rao Dewajee, amounting to the large sum of Rs. 1,43,388, should be refunded to the Guicowar government.

Lord Clare left India in 1835, and was succeeded by Sir R. Grant. Crishna Rao, soon after the latter gentleman's arrival, memorialized the Government to reverse the decision passed by Lord Clare, to release him from the repayment of the allowances drawn by him from the sequestrated districts subsequent to his father's death, and to obtain a settlement of his private claim against the Guicowar, amounting to upwards of 4 lacs of Rupees, on account of private property confiscated, revenue advances made by him and his father during their administration of the districts, and

the produce of enam and purchased land resumed by the Durbar.

Sir R. Grant's view of this question differed widely from those of his predecessor; he considered that the Government was justly chargeable with a breach of faith for having annulled the guarantee given by Sir J. Malcolm, and that even admitting that his promise was unauthorized, the onus of payment devolved on the British government.

In their despatch of the 14th March 1838, the Court of Directors confirmed the pension of Rs. 24,000 per annum granted by the Government of Bombay in 1834, and directed that the amount of Rs. 1,43,389, drawn by the family from the revenues of the sequestrated districts subsequent to Wittul Rao's death, should be refunded to the Guicowar by the British government, and not by Crishna Rao Wittul. When Sir James Carnac assumed the government of Bombay in 1839, Crishna Rao addressed a Khureeta to him requesting his aid in advancing his claims on the Guicowar. In reply, the Resident was directed to give a suitable and kind reply to the petitioner, and to take any favorable opportunity that might occur to express to Syajee Rao, the interest felt by the Government in the family of Wittul Rao, and to assure him that the British government would derive great gratification in seeing Crishna Rao restored to His Highness' favor.

In reply, Mr. Sutherland informed Government that Crishna Rao, who with his real father Govind Rao Dewajee had been residing in British territory near

Ahmedabad since the death of Wittul Rao Dewajee, had requested permission to return to Baroda, and that the Guicowar, through the mediation of the Resident, had consented to receive them.

They accordingly arrived soon after at Baroda, and on being introduced to His Highness by the Native Agent attached to the Residency, were received by him as well as could be expected, considering the strong feelings of dissatisfaction which had actuated his mind towards the family for a long time previously.

Crishna Rao for a long time entertained hopes that he would be restored to the office held by his adoptive father, and over and over again memorialized the Home and Indian Governments, not only on this, but also on the subject of his pecuniary claims against the Guicowar. As regards the first point, the same answer was uniformly returned by Government, that his claims had been fully considered, and that the decision arrived at was final; but it was not till 1850 that the Resident was directed to obtain a statement of his pecuniary claims from Crishna Rao, and to urge His Highness to do justice in the matter without rendering it necessary for the British government to interfere.

Crishna Rao, on being called upon to submit his claims to the Resident, furnished a list of them of the aggregate value of Rs. 3,09,502-1-9, in addition to villages and land that had been resumed. They were on the following accounts:—

Value of private property forcibly seized	Rs.	45,277	14	3
Advances to cultivators and balances due	„	1,95,535	0	0
Advances to his paga of horse....	„	19,611	0	0
Resumption of Kurcheea and expenses incurred on account of improvements	„	49,078	3	6
		3,09,502	1	9
Resumption of the village of Bhader and the estate of Chullala, which had been granted to his father in enam by Talookdars of Kattiawar.....	„	0	0	0
Resumption of land purchased in the Baroda territory by his real and adoptive fathers	„	0	0	0
Resumption of temples which had been built out of Wittul Rao's private funds	„	0	0	0
	Total Rs.	3,09,502	1	9

The Guicowar refused to accede to the wish of Government that he should come to an amicable settlement of Crishna Rao's claims, and the Resident was therefore directed to investigate and report on them.

He submitted his opinion on the 10th February 1853, and after a long and careful inquiry, came to the following conclusion :—

That the claim to the Kattiawar villages was inadmissable, being founded on fraudulent documents.

That he had established his claim to the extent of 22¼ koombas of land purchased by his father.*

That his claim to private property seized by the Durbar was established to the extent of Rs. 10,415.

That his claim on account of Tuggavee advances was inadmissable.

That his claim for money laid out on the village of Kurcheea was valid to the extent of Rs. 43,700.

That he was entitled to Rs. 8,099 on account of expenditure on his paga of horse.

That his claim on account of the temples was inadmissable.

Government did not consider Colonel Outram's report on the subject full enough, and called for further details. In the meanwhile, however, Crishna Rao made overtures to come to a private arrangement with the Durbar, and on the 27th September 1852, Mr. Davies, the Resident, reported that a complete reconciliation had been effected between His Highness the Guicowar and Crishna Rao Wittul, and that the latter had given in an acquittance in full of all his claims against the Guicowar, and had been presented with a sunnud conferring on him in perpetuity the village of Runnapoora of the annual value of Rs. 4,000. Since this period, Crishna Rao has been on good terms with the Guicowar, and has a place assigned him in the Durbar befitting his father's rank and dignity.

His guarantee, as will have been seen by the perusal of the above memoir, has lapsed, but he still enjoys Rs. 2,000 per mensem from the British government. This pension will cease on his death.

This narrative concludes the list of memoirs of those who have enjoyed and of those who still enjoy the guarantee of the British government.

There are now only four families who hold a perpetual and hereditary bhandery (dependant however on their good behaviour). They are—

The representative of the Desai of Nowsaree.

Ditto ditto Bullesur.

The heirs of Mungul Sukeedass and the heirs of Soobhanjee Pol Pagadar. Only seven of the life guarantees still survive, they are:—Mhalsabaee, Pritiraj, Chundrabaee, and Limbojee Rao, members of Mulhar Rao Guicowar's family. Gunput Rao Guicowar, Omed Koonwurbaee, and Gopal Rao Guicowar.

It is, however, only of late years that a sensible reduction has been made in the numbers of these favoured individuals, who as a class have been utterly unworthy of the protection afforded them, and who have so often used that protection as a cloak to defy their rightful sovereign, and for the commission, with impunity, of crimes for which, either as British or Guicowar subjects, they could have received heavy punishment.

There is no doubt that at the commencement of the present century the acceptance of their bhandery engagements from the Arabs, and the guarantees granted about the same time by the British government to ministers and others in the employ of the Baroda Durbar, gave a great political advantage to the East India Company, and assisted in establishing the ascendancy of that power in Guzerat.

As long also as the controlling power in the internal administration of the Guicowar State remained in the hands of the British Resident at the Court, no embarrassment was experienced in our relations with the guaranteed subjects of the dependant State. But on Syajee's emancipation from control in 1820, our pledges of protection to individuals who were his subjects proved ere long to be a source of irritation to both Governments.

One of the few stipulations made by Mr. Elphinstone, in handing over the reins of power to Syajee Rao, was, "that the guarantees of the British government to ministers and others should be scrupulously observed;" and another was, that he "should not be restrained in the management of the internal affairs of his State, provided he fulfilled his engagements to the bankers, for the due performance of which the British government was guarantee."

It was in consequence of his not fulfilling this latter stipulation that the first differences arose between Syajee Rao and the British government in 1825. During the following year Mr. Williams vainly urged on the Guicowar a reduction of expenditure, and the payment of the guaranteed debt by the stipulated instalments. The more the matter was discussed the more obstinate and opposed to the views of Government Syajee became, and though in 1827 he reluctantly consented to the plan proposed by the Resident of liquidating his guaranteed debts by farming out his districts in septennial leases, he soon found means of breaking through the engagements and grew so violent in his

SOCIETY OF

opposition, not only in this but in every other point under discussion, that Sir J. Malcolm's government determined on sequestrating a portion of his territory, in order that funds might be forthcoming for the fulfilment of our monetary guarantees to the creditors of the State.

Unfortunately, the desire of upholding the good faith of the British government inviolate, and the irritation caused by the vexatious infringement of his obligation by Syajee Rao, led the Resident into an exaggerated idea of the duties involved in the carrying out of our guarantee.

Large sums of money had been lent by some of the leading bankers of Baroda at various times to relieve the exigencies of the State, under our guarantee that they be repaid by certain instalments and at certain rates of interest. Syajee, during the preliminary discussions, frequently expressed his intention of paying off the bankers in a lump and in his own way. As the object of both Governments was identical, viz. the extinction of the guaranteed loan (so fertile a source of embarrassment to both), it would appear that the easiest plan would have been to allow Syajee to come to terms with the bankers in his own way, taking care that no undue influence or oppression was exercised towards them. But Mr. Williams considered that the bankers were entitled to the full benefit of their usurious interest, and would not allow any deviation from the arrangements entered into. More than this, when he concluded the septennial leases, which were taken up in most instances by the guaranteed bankers, he considered that the guarantee extended also to these leases, although

they had been made without the sanction or knowledge of his own Government, and with the greatest reluctance on the part of the Guicowar; and he thought that Government was bound under all circumstances to uphold the integrity of the guarantee even to the extreme measure of superseding temporarily the authority of the Guicowar in his own territories, and suggested that Government would be perfectly justified in sequestrating the whole of the districts connected with the septennial leases, in order to compel the fulfilment of the stipulations made to the bankers.

In 1828, Government did so sequestrate a considerable portion of the Guicowar State, but Lord Clare's government in 1832 contented itself with allowing Syajee Rao to effect a private arrangement with the bankers, and on their presenting an acquittance in full, the sequestration was removed. The same tendency of exaggerating the obligations imposed on us by our bhandery engagements, displayed itself in numerous other instances during the reign of Syajee Rao.

It was assumed that the bhanderies granted by the Arabs were hereditary, in consequence of the word "chuloo" inserted in most of them being translated perpetual instead of "running" or existing. In this way the guarantees to Kooshalchund Ambeydass, Purboodass Mooljee, Khandass Wagjee, Bhychund Desaee, and Samul Becher, were considered hereditary, and were continued to their descendants long after they had in reality become invalid by the deaths of the original grantees.

In like manner the guarantees granted to the ministers Raojee and Babbajee Appajee were not only

considered to hold good during their life-time, but also to secure their descendants their hereditary offices and emoluments, irrespective of their unfitness for the office and the scandalous misbehaviour of more that one member of the family.

The memoirs of many of these guarantees show conclusively that when once Syajee had commenced his opposition to the British government, he neglected no opportuntiy of injuring any of his subjects that enjoyed the guarantee of the British government, and it was undoubtedly a sense of this feeling that induced the British authorities to espouse the cause of these individuals more warmly than they otherwise would have done, and to give in many instances an undue latitude to the terms of the bhandery.

As early as 1828, the Government of India had come to the opinion that "bhandery engagements were no less objectionable in principle than embarrassing in practice, and that although the formation of them in the early stage of our connection with the Guicowar State was doubtless recommended by urgent and adequate motives of political expediency, they were glad to learn that the Government of Bombay had laid it down as an established principle to clear itself as soon as possible of the guarantees to existing loans, and to contract no more pledges of such a nature in future."

In spite of this resolve, Sir J. Malcolm gave an hereditary guarantee in 1830 to Wittul Rao Dewjee, not only without the Guicowar's consent, but in direct opposition to his wishes; and although the

misconduct evinced by so many of the guarantees, by Baba Nafra of Hurree Bhugtee's firm, by Bhasker Rao Wittul, Bulwunt Rao and Govind Rao Guicowars, Dhakjee Dadajee, and by many others, afforded ample opportunities of annulling their guarantees, this course was never adopted, and the impression was allowed to gain ground that they enjoyed a virtual immunity from all punishment.

To sum up in Sir J. Outram's words, "the system of bhandery has been a source of incalculable injury to both British and Guicowar governments; of evils not confined merely to the bad feeling on the part of the Baroda Durbar, engendered by the vexatious interference between the Guicowar and his subjects imposed on us by these guarantees, and consequent obstruction to all our endeavours to benefit this State, but the chief source moreover of the shameful corruption which has for so many years prevailed at this court."

In 1849, Captain French, when in charge of the Residency, resolutely set his face against the evils of the bhandery system, and recommended that several should be considered as lapsed. He was only successful in the instances of the guarantee to the Shastree's family, which had formerly been considered hereditary, but which, in consequence of his remonstrances, was declared terminable with the life of the then holder, and in that of Manickchund Roopchund; but his general remarks on the subject, and his animadversions on the supposed immunity from punishment enjoyed by all the possessors of the guarantee of the British government, attracted the attention of the Court of

Directors, who in 1850 recorded their opinion that "the condition of good conduct on which so many of the bhanderies depended, had not been enforced with sufficient strictness;" and in 1853, expressing their belief that guarantees granted by officers of Arab troops were in their very nature temporary, and could not be considered to be binding in perpetuity on the British Government, and that "it was probable that in many other instances a perpetual character had been attributed to our guarantee for reasons which a strict examination would prove to be untenable," the Honorable Court directed that a careful scrutiny should be instituted into all the bhanderies supposed to be perpetual, and that the result of the inquiry should be submitted as soon as possible.

The duty of instituting this scrutiny fell to the lot of Sir James (then Colonel) Outram, than whom no one could have pursued the inquiry with more zeal and success. He conclusively proved that the bhandery of the Arabs could by no means be supposed to be binding on the Government in perpetuity, and that the meaning of the word "chaloo" had been erroneously supposed up to that date to be "perpetual."

In accordance with his arguments and suggestions, the Government of India, in their despatch of the 21st January 1856, declared, with the sanction of the Court of Directors, that the guarantees to the families of Rowjee Appajee, Khandass Patel, and Bhychund Desaee had lapsed, and that those to the families of Kooshaldass Ambeydass, Purboodass Mooljee, and Samul Bechur, should cease on the death of the present holders.

Since that period two hereditary guarantees, that to the Muzmoodar of Baroda, and that to Bhasker Rao Wittul, and the life guarantee to Govind Rao Guicowar, have lapsed through misconduct, and the number of hereditary guarantees is now limited to four, as detailed at the commencement of these concluding remarks.

Digitized with financial assistance from

BOMBAY: PRINTED AT THE EDUCATION SOCIETY'S PRESS, BYCULLA.

NSDL
Technology, Trust & Reach
on 07 January, 2017